

AGREEMENT BETWEEN

THE CITY OF WARWICK, RHODE ISLAND

AND

R.I. COUNCIL 94, AFSCME, AFL-CIO

LOCAL 1651

July 1, 2012 to June 30, 2015

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AGREEMENT

This agreement entered into between the City of Warwick and other employees specified in Rhode Island State Labor Relations Board Case No. EE 1712, hereinafter referred to as the "City" and R.I. Council 94, Local 1651 of the American Federation of State, County and Municipal Employees AFL-CIO, hereinafter referred to as the Union.

ARTICLE 1

RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Chapter 9.4 of Title 28 of the General Laws of the State of Rhode Island (Municipal Employees Arbitration Act), the City recognizes the Union as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.2 The bargaining unit consists of all employees holding positions designated to be in said bargaining unit by Rhode Island State Labor Relations Board in Case No. EE 1783 (April 25, 1968, as amended), but excluding uniformed policemen and firemen, school department employees, librarians, part-time employees who work less than twenty hours per week and all supervisory employees and administrative officials.
- 1.3 The City agrees that only management and Union employees of the City of Warwick will issue orders to bargaining unit employees.

ARTICLE 2

UNION SECURITY AND DUES CHECKOFF

- 2.1 All employees covered by this Agreement who voluntarily are or who voluntarily become members of the Union in good standing following the date of signing this Agreement or at the beginning of their employment, shall, as a condition of their employment remain members of the Union in good standing during the term of this Agreement. This provision shall not

apply to any employee, who within thirty (30) days preceding the next ending of this Agreement, shall withdraw from the Union by sending a signed withdrawal letter to the office of the Local Union with a copy to the City.

- 2.2 An employee who is not or does not become a Union member shall be required as a condition of employment to have an amount equal to the Union dues deducted from his/her wages in the same manner as checkoff of Union dues. Amounts so deducted from the wages of such employees shall be forwarded to the Union. Such sums shall be transmitted monthly by the City.
- 2.3 Upon receipt of a written assignment from an employee covered by this Agreement, the City will deduct from the employee's pay, the amount owed to the Union by such employee for Union membership dues. It is understood that such withholdings for Union dues are to be transmitted by check at intervals of no greater length than thirty-one (31) days made to the order of Local 1651, AFSCME and accompanied by a list of members paid.
- 2.4 The Union will initially notify the City as to the amount of dues to be deducted. Such notification will be certified to the City in writing over the signature of the authorized officer or officers of the Union. Changes in the Union membership dues rate will be similarly certified to the City and shall be done at least one month in advance of the effective date of such change.
- 2.5 The Union agrees that it shall indemnify, defend, and hold the City harmless from any and all claims, awards, or judgments, including costs, which may be made by an employee or employees against the City by virtue of the misinterpretation or misapplication of any of the terms of this Article.

ARTICLE 3

NO STRIKE/NO LOCKOUT

- 3.1 The Union and employees agree that during the life of this Agreement they will not cause, encourage, participate in or support any strike or picketing against the City or any slowdown or other interruption or

interference with the City. It is understood by the Union and the City that nothing in this section shall be construed so as to require Union members to act as a strikebreaker in violation of the Constitution of AFSCME, AFL-CIO.

- 3.2 The City agrees not to lock out its employees during the term of this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 The City retains the right to, not inconsistent with the provisions of this Agreement:
- (a) Carry out its statutory mandate and assign goals utilizing personnel, methods and means in the most appropriate efficient manner possible.
 - (b) Hire, discipline, discharge, layoff, assign, promote and transfer employees and to determine the starting and quitting time and the number of hours to be worked.
 - (c) Reorganize the administrative structure of the City and assign or abolish any functions of the City and/or departments, divisions, boards and agencies in accordance with law.

ARTICLE 5

NO DISCRIMINATION

- 5.1 The City and the Union agree not to discriminate in any way against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, or age.
- 5.2 The City and the Union further agree not to discriminate in any way against employees in the Classified service covered by this Agreement on account of political affiliation or viewpoint and that such Classified employees shall be subject to the provisions of the Merit System

Ordinance except where contrary to the provisions of State Law or this Agreement.

- 5.3 No classified employee shall during working hours engage to any extent in any form of partisan politics except that he/she may attend and vote at any party caucus, primary or election held during such hours. Outside of working hours any such employee may attend any partisan political rally, club or gathering and privately express his/her partisan political views.
- 5.4 Every employee shall fulfill conscientiously, the duties of the office conferred upon him/her and shall prove himself/herself in his/her behavior inside and outside the office worthy of the esteem, which his/her profession requires. In his/her official activity, each employee shall pursue the common good, and not only be impartial but so act as not to endanger his/her impartiality nor to give occasion for distrust of his/her impartiality.
- 5.5 Any such employee violating the provisions of Section 3 or 4 above, inclusive, shall for a first offense be either demoted or dismissed, and for a second offense, dismissed. All charges of such violations shall be subject to the provisions of Article 29 - Grievance Procedure - of this Agreement.

ARTICLE 6

UNION STEWARDS

- 6.1 Employees within the bargaining unit shall be represented by stewards in the areas of City employment in the number and manner set forth in Appendix A. The Union shall furnish the City a list of the stewards' names and their assigned areas and shall keep the list current at all times. Alternate stewards may be appointed by the local union president to serve in the absence of the regular stewards. The steward in the Highway Division shall not be assigned to any other Division
- 6.2 When requested by an employee, a steward may investigate any alleged or actual grievance in his/her assigned work area and assist in its presentation. He/she shall be allowed reasonable time therefore during working hours without the loss of time or pay upon notification to his/her

immediate supervisor outside the bargaining unit, provided said steward does not leave the area unmanned.

- 6.3 Union business, other than that cited above, shall be conducted so as not to interfere with the work assignment of stewards or any other employees.
- 6.4 The Union president shall be granted reasonable time, paid at his/her regular rate, during his/her regularly scheduled work day to confer with the City on matters affecting the administration of this Agreement, after notifying his/her immediate supervisor outside the bargaining unit.

ARTICLE 7

LEAVE FOR UNION CONFERENCES OR CONVENTIONS

- 7.1 One (1) delegate per one hundred Union members or fraction thereof shall be granted reasonable time off during working hours to attend AFSCME International, Regional or State Conventions, and/or AFL-CIO International, Regional or State Conventions with the knowledge of the Department head and after giving twenty (20) days written notice to the Chief of Personnel; time off for International conventions not to exceed five (5) days; time off for Regional or State conventions not to exceed two (2) days. This section shall apply to no more than one (1) of each type convention during the course of the year.
- 7.2 Upon written application by the Union, one Union officer shall receive a six (6) months leave of absence from his/her position with the City for the purpose of serving as an intern with the Union for the same period, provided, however, that the needs of the City service will not be seriously impaired by the approval of such leave and further providing that any employee receiving such leave of absence shall suffer no loss of benefits which he/she would have gained as a City employee. It is further agreed that any leave of absence granted under the provisions of this Article shall be accomplished at no cost to the City and in any case where the City provides or continues benefits to an employee during the leave period, the Union agrees to reimburse the City for any expenses incurred.

ARTICLE 8

SPECIAL MEETINGS

- 8.1 The City and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request and these special meetings shall not be used to re-negotiate this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.
- 8.2 Whenever a special meeting is scheduled during the regular working hours of a Union representative, said representative shall report to his/her immediate supervisor outside the bargaining unit when it becomes necessary for him/her to leave his/her job for the purpose of attending any special meeting connected with City-Union relations, and he/she shall make known his/her destination and report again to his/her supervisor at the time of his/her return from such meeting, or if more practical, the time of its conclusion.
- 8.3 Time spent by Union representatives at special meetings relating to City-Union relations, which are called in accordance with Section 1 above, will be paid for at the regular rate of such employee by the City.

ARTICLE 9

DISCHARGE AND DISCIPLINE

- 9.1 The City shall have the right to discharge or discipline any employee covered by this Agreement because of the use of intoxicating liquors during working hours, violation of safety rules, absence without leave, excessive absenteeism, dishonesty, insubordination, habitual neglect or carelessness resulting in damage to City property or equipment, sleeping while on duty, making fraudulent claims against the City or for any other just cause subject to the provisions of the grievance procedure.

9.2 In cases of discharge or discipline, the City shall, within twenty-four hours of the effective date, give notice thereof in writing to the employee and the Union.

9.3 The City agrees to a procedure of progressive discipline as follows:

1. Verbal warnings signed and dated by a member of management.
2. Written warnings signed and dated by a member of management.
3. Suspensions or discharges in writing signed and dated by a member of management.

In cases of serious violations, the City may waive all or part of this procedure and impose discipline at any step in the process up to and including discharge. If the City has reason to warn or reprimand an employee, it shall be done in a manner that is consistent with good employee relationship principles. Copies of written warnings or reprimands shall be promptly forwarded to the City Personnel Office and to the Union.

9.4 The City agrees to remove from an employee's file all record of disciplinary action taken against that employee after one year's satisfactory performance from the date of the disciplinary action. Notwithstanding the foregoing, however, violations resulting in a suspension of three (3) days or more shall remain in an employee's file or personnel folder for three years.

It is provided further that at the employee's request, all record of discipline shall be removed from an employee's personnel folder upon termination of City service.

ARTICLE 10

JOB POSTING AND BIDDING

10.1 When a new job is created or a job becomes vacant, the City agrees to post notice of the same on bulletin boards within fourteen (14) calendar days. Said notice shall be sent to all department heads and stewards at least one working day prior to the vacancy's posting date. Postings shall have a minimum duration of five (5) working days unless the City and the Union agree differently. Employees who are interested must make written application. Every effort will be made to fill said job or vacancy on the

basis of seniority from the bargaining unit, if applicant has the necessary qualifications and experience to perform the duties.

10.2 The provision of this Article shall not apply to:

- (a) Emergency positions.
- (b) Student Intern, and other positions filled by students and/or trainees such as, Neighborhood Youth Corps, MDTA, Vocational Training and Cooperative Work Study Positions
- (c) Positions not included within the bargaining unit.
- (d) Positions accreted into the bargaining unit shall not require testing or posting.

10.3 In case of emergency, a City appointing authority may make an emergency appointment of any person to any position without regard to the provisions of this Agreement to carry on work that must be continued in the public interest, but no such emergency appointment shall continue for more than thirty (30) calendar days nor shall successive emergency appointments be made, and if a need exists for the position to continue beyond thirty (30) calendar days, the position shall be deemed vacant and posted in accordance with Section 1 of this Article. All such emergency appointments shall be reported to the Union within two (2) working days.

10.4 A vacancy will exist when there is a budget appropriation for the position, when no person holds or claims to hold the position, and when the appointing authority has established sufficient need and reason for the position to exist and has requisitioned that the position be filled. If a position which has been held by a member of the bargaining unit within the contract year is no longer held by such person and is not, within ten (10) calendar days, declared vacant by the City, the City shall so notify the Union.

10.5 The City agrees to furnish a copy of any job posting to the Union President for those jobs within the bargaining unit.

- 10.6 Employment and promotional lists for classified competitive positions shall be made available to the Union President.
- 10.7 The City shall have the right to hire temporary employees for a period not to exceed 6 months. The City shall notify the Union in writing of all such hires of temporary employees at the time of hiring and every 60 days thereafter. This provision shall not apply to positions where persons hold or claim to hold such positions.
- 10.8 If the City fills temporary promotional vacancies, then the City shall make every effort to fill temporary promotional vacancies of a duration of 3 days or more first from the certified promotional list and secondly on the basis of seniority. The person filling such position must be qualified to perform the work. This section shall be subject to 10.3 and 27.4d and 27.4e. This provision shall apply only to employees who are moving to a higher grade.
- 10.9 Promotional lists for each position will be maintained by the City. Lists will be in effect for two years or until exhausted. At that time a new promotional list shall be established. Employees who fail a test will have an opportunity to retake the test after one year.
- 10.10 Employees who are promoted will be placed in their new position within 60 days. This period may be extended at the discretion of the City for an additional 30 days if the City is unable to meet its operational demands by transferring the promoted employee. If the City is still unable to place the employee in his/her new position due to operational demands after 90 days, the employee will begin receiving pay at the rate for the promotional position at that time.
- 10.11 Employees initially hired for the Sanitation Division may not bid on other bargaining unit positions until they have served 30 months in that Division. If a union position is posted and not bid on by other Union employees, Sanitation employees with at least 18 months of seniority may bid upon said position provided that they are otherwise qualified and/or physically fit to perform that position.
- 10.12 Time Limits
- (a) Within 20 working days after a promotional opportunity is posted, the City shall hold a test

- (b) Within 20 working days after the test is given, the City shall conduct interviews.
- (c) The City shall notify the applicants with the results within 5 working days of the interviews.
- (d) The timeframes set forth in subsections a, b, and c, herein, may be extended provided the Personnel Director notifies the Union President that the timeframe cannot be met and that the reason for the delay is reasonable.

ARTICLE 11

BULLETIN BOARDS

- 11.1 The City shall provide space for bulletin boards in mutually acceptable locations and in addition to those currently provided where notice of City and Union matters may be posted.
- 11.2 The Union agrees to provide the Division of Personnel with a copy of Union literature, such as a steward's manual, by-laws and the organization's national newspaper.

ARTICLE 12

PROBATIONARY PERIOD

- 12.1 All employees covered by this Agreement shall serve an initial six (6) months probationary period from date of hire and the employee's seniority shall commence upon completion of said probationary period and revert back to date of hire.
- 12.2 For any employee hired for the Sanitation Division who is involved in a motor vehicle accident with City-owned equipment, the City may require that his or her probationary period be extended for six months. For a second motor vehicle accident, the City may extend the probationary period for another six months. However, the City retains the right to impose any discipline it sees fit for any infractions by said probationary employee during their probationary periods.

ARTICLE 13

SENIORITY

- 13.1 Definition: For purposes of this Article, seniority shall mean the status attained by continuous service within the bargaining unit. Employees who have had continuous service with the City in a non-bargaining unit job and are hired or accreted in a bargaining unit position shall retain their years of continuous service for the purposes of benefits. Seniority, for the purposes of bumping, bidding, layoff, recall and exercising preference for other benefits, including, but not limited to, choice of vacation time, shall apply as of the most current date the employee entered the bargaining unit.
- 13.2 Seniority shall begin with the last date of entering the service of the City. Two (2) or more persons who entered the service on the same day shall, when necessary, have their relative seniority determined by lot in the presence of the Union president.
- 13.3 Loss of Seniority: Employees shall lose their seniority for the following reasons:
- (a) Discharge.
 - (b) Resignation. An employee absent for five (5) consecutive normally scheduled work days without notification of valid reason to the City, and who has no legitimate reason for not notifying the City of his/her absence, may be considered as having resigned.
 - (c) Unexcused failure to return to work after formal leave of absence or when recalled from layoff.
 - (d) Retirement.
- 13.4 Seniority lists: The City shall maintain a roster of employees, arranged according to seniority, showing name, position class and seniority date, and shall furnish a copy to the Union in August of each year and as soon as practical after the ratifying and signing of this Agreement.

- 13.5 Application of Seniority: Seniority shall apply to shift assignments, vacations, layoff and recall, and to promotion and transfers. Article 13.9 shall govern the application of Seniority for shift assignments.
- 13.6 In the event of a vacancy, classified employees shall be given the opportunity to transfer within the same position classification on the basis of their seniority with employees in the department where the vacancy exists being given first preference. This paragraph shall not apply when two (2) Fire Alarm Dispatchers with less than one (1) year of experience share the same shift assignment. Employees in the Public Works Department shall be allowed to make lateral transfers only once every three (3) years.
- 13.7 For non-competitive positions, promotions shall be determined by seniority as follows: (a) of applicants from within the division; if none, then from the department; or (b) if no applicants, then from within City employment, provided that in either case the applicant is qualified to perform the work and meets the physical requirements of the job. If there are no such applicants, such position will be filled by persons from outside City employment.
- 13.8 For bargaining unit competitive positions, vacancies shall be filled from the top three (3) union employees on the certified promotional list. When there are less than (3) eligible employees on the list, an effort will be made by the City to fill the vacancy from the remaining employees on the list. Bargaining unit employees applying for promotion within the bargaining unit shall receive additional points based upon their seniority, with such points being applied to the written portion of the examination, as follows:

6 - 10 years	1 point
11 - 15 years	2 points
16 - 20 years	3 points
21 - 25 years	4 points
26 years or more	5 points

- 13.9 Seniority shall be recognized as the basis for shift assignments. For the purpose of this section, the exercise of seniority shall be limited and apply within classification titles only.
- 13.10 Whenever layoffs become necessary, employees shall be laid off on the basis of their seniority, and those with the least seniority shall be laid off first in so far as position classifications permit with the laid off employee having the right to bump any employee with less seniority, provided said employee can perform the job bumped to. However, laid off employees must exercise their seniority within their division, prior to bumping an employee in another division. Recall rights for lay-off purposes shall not exceed eighteen (18) months from day of lay-off.
- 13.11 The City agrees to furnish the Union President with a master seniority list annually.
- 13.12 Executive Board members and Stewards of Local 1651 shall have super-seniority for layoff and recall purposes.
- 13.13 EEA, PEP, CETA, JTPA or any other similar or successor type work program shall have all rights and obligations under this agreement, but the City shall have no obligation to recognize seniority of said employees for the purposes of job bidding, transfers, layoff and recall.

ARTICLE 14

EMPLOYEE PRODUCTIVITY AND EFFICIENCY COMMITTEE – EMPLOYEE TRAINING COMMITTEE

- 14.1 A Committee composed of four (4) members as designated by the Union and four (4) members designated by the City shall be established for the purpose of accomplishing through cooperative effort their mutual objective to increase efficiency and productivity and to improve the conditions of employment. Its function shall be to outline the problems that concern those objectives and to the extent that mutual agreement may be reached, endeavor to find ways of accomplishing such objectives consistent with the provisions of this Agreement. The Committee shall not engage in collective bargaining nor in any way modify, add to, or detract from the provisions of the basic agreement.

- 14.2 A committee comprised of four members designated by the Union and four members designated by the City shall be established for the purpose of developing a Citywide program to provide periodic in-service training to employees with regard to new technology, equipment or vehicles. The committee shall not engage in collective bargaining nor in any way modify, add to, or detract from the provisions of this Agreement. The Committee shall meet twice yearly if needed.

ARTICLE 15

CHANGES IN CITY CLASSIFICATION PLAN

- 15.1 Notice of Establishment of New Positions: Additional classes may be established and existing classes may be divided, combined, altered, or abolished upon recommendation of the City Personnel Director, and approval of the Mayor after Public Hearing. Such action may be initiated either by the City Personnel Director, the Mayor or on request of an appointing authority. The City agrees to review with the Union any and all changes which may be proposed by the City or Union to the classification system or pay plan affecting City employees at least ten (10) days before the scheduled Public Hearing and send written copies of its proposals to the Union at least five (5) working days before the scheduled hearing. Appointing authorities intending to establish new positions shall so notify the City Personnel Director, and except as otherwise provided in this Agreement, no person shall be appointed to or employed for any such position until it has been properly classified as herein provided and an appropriate list established therefore, subject to provisions of grievance procedure.
- 15.2 The City agrees to consider the reclassification of positions in accordance with Article 15 of this Agreement.

ARTICLE 16

EMPLOYEE'S BENEFIT TRUST FUND

- 16.1 For the purpose of providing supplementary employee benefits not otherwise provided or specified in this Agreement such as helping employees meet the high expenses that come when sickness, injury or

death strike them, or other emergencies, or defraying the costs of training programs for the employee's individual development, or for providing educational scholarships for dependents of employees, or for reducing consumer costs through cooperative purchasing arrangements, the City and the Union agree to create an Employee's Benefit Trust Fund to be administered by a Joint Board of Administration.

- 16.2 The Joint Board of Administration shall be composed of the Personnel Director and two (2) additional members of the City and the Union President, or his/her designated representative, and two (2) additional members of the Union together with an impartial Chairperson as City and Union members may agree upon. In the event that the City and Union representatives deadlock on the administration of such funds and in such cases the decision of the impartial Chairperson shall be final and binding.
- 16.3 The Employee's Benefit Trust Fund shall be financed by four percent (4%) deduction being a condition of employment and continuing from the date of hiring to the first day of the month following completion of six months of continuous employment, provided, however, that compensation shall mean the basic wage or salary excluding bonuses, overtime pay, expenses, allowances and other extraordinary compensation. No employee will be required to contribute to both the Employee's Benefit Trust Fund and to the City Retirement System at the same time.
- 16.4 The Joint Board of Administration is authorized to organize, contract and administer Blood Donor Programs and Group Insurance Plans on behalf of employees covered under this Agreement and other permanent non-bargaining unit employees determined eligible to participate by the Joint Board of Administration. Such Group Insurance Plans may include but are not limited to group life, group accidental death and dismemberment, group auto and group homeowners insurance programs.

The following conditions, however, shall prevail:

- (a) Only permanent employees shall be eligible to participate.
- (b) Any group insurance plans devised under this article shall be accomplished at no cost to the City except for the reasonable cost of clerical work and making payroll deductions. It is agreed that the Employee's Benefit Trust Fund shall reimburse the City for any other expenses incurred.

- (c) Except as provided in Article 33 of this Agreement, participation in any group plans shall be voluntarily elected by an employee and no deduction shall be made from his/her wage or salary unless authorized in writing by the employee concerned.
- 16.5 The Joint Board of Administration will handle the development of administrative policies, verification of claims for payment from the Fund, analysis of administrative statistics, and establish criteria for which payments or awards may be made from the Fund, and safeguards to protect abuses of the Fund.
- 16.6 The City will have the sole right to select and contract with a qualified bank or trust company and act as Trustee for the Fund and, as such, will be responsible for investments of the Fund and will make payments only on authorization of the Joint Board of Administration.
- 16.7 Except as provided in this article, the Joint Board of Administration shall have no other powers and duties.
- 16.8 Persons designated to serve on the Joint Board of Administration shall serve without compensation.

ARTICLE 17

SICK LEAVE

- 17.1 All employees covered by this Agreement shall accumulate sick leave for each full calendar month of service in accordance with the following schedule.
 - (a) 35 Hour Per Week Employees: These employees accumulate sick leave at the rate of 8.75 hours of sick leave for each completed month of service.
 - (b) 40 Hour Per Week Employees: These employees shall accumulate sick leave at the rate of 10.00 hours sick leave for each completed month of service.
 - (c) Other Non-Standard Work Week and Part Time Employees: These employees shall accumulate sick leave at the rate of one fourth

(1/4th) of their certified weekly work hours for each completed month of service.

- (d) Maximum Sick Leave Per Month of Service: The maximum sick leave accumulation rate for all employees covered by this agreement is 10.00 hours for each completed month of service.

- 17.2 Unused sick leave can accumulate to a total of one hundred twenty (120) working days.
- 17.3 Sick leave usage shall be recorded as to the nearest two (2) hour period.
- 17.4 An employee shall be entitled to use his/her accumulated paid sick leave for any absence necessitated by his/her personal illness, off duty injury not incurred in supplemental employment with another employer, or enforced quarantine of the employee in accordance with community health regulations.
- 17.5 Sick Leave with pay for reasons described in Section 4 shall be granted only after the employee signs a form certifying that his/her absence from work was due to one of the reasons specified in Section 4 above; and if the employee has notified an agent(s) designated by the City no later than one-half (1/2) hour before his/her scheduled work day begins, (2nd and 3rd shifts shall give at least four (4) hours notice prior to his/her scheduled shift) unless it can be shown that it was impossible for him/her to give or cause such notice to be given said designated agent(s).
- 17.6 Employees with less than six (6) months continuous service with the City shall not be eligible for sick leave with pay.
- 17.7 The City reserves the right to require a Doctor's certificate before granting sick leave pay in cases where an employee may be suspected of being a malingerer or using sickness as a pretext to cover an unauthorized absence. This Doctor's certificate must include a brief diagnosis, prognosis and expected length of absence, and may be submitted directly to the Personnel Director by the employee. It is further understood by the employee covered by this Agreement that the City shall have the right to discipline or discharge any employee who abuses his/her sick leave.
- 17.8 Employees covered by this agreement shall be required to consult a qualified physician if he/she claims sick leave with or without pay in

excess of three (3) consecutive working days. The City may require a written statement from the employee's physician certifying that the employee's condition prevented him/her from performing duties of his/her position before the employee's sick leave claim is granted. The statement from the physician must include a brief diagnosis, prognosis and expected length of absence.

- 17.9 An employee on authorized absence for more than ten (10) consecutive working days due to illness or for any period due to injury shall return to duty only after examination and release for work by a qualified physician. The City shall have the option to require the employee to consult a doctor of its choice for said examination and release at City expense. Said employee shall be restored to his/her position without loss of seniority except that such seniority shall not accumulate after one year of absence.
- 17.10 An employee shall be entitled to use his/her vacation allowance or compensatory time credits or any part thereof for unpaid absence due to personal illness or injury in lieu of paid sick leave, or for any illness or disability in the immediate family of the employee without regard to seniority upon application approved by his/her Department Head, Division Chief, or Agency Director. An employee who has an accumulation of sick time on the books cannot use vacation time, compensatory time, or any other accumulated time other than sick time to be compensated for time lost for illness. Only after accumulated sick time is exhausted may an individual use vacation time, compensatory time, or other time to be compensated for time lost for illness.
- 17.11 For each full calendar month over a twelve (12) month period from December 1 through November 30 of the following year during which an employee shall maintain a full ninety (90) work day accrual of sick leave, and shall not have used more than two (2) days of sick leave for that month, he/she shall be entitled to a payment of fifty percent (50%) of one and one-fourth ($1\frac{1}{4}$) of his/her daily rate of pay for that month. Said payment shall be made on the first payday in the month of December by separate check. No compensatory time earned nor vacation allowances may be applied to the sick leave accrued for the purposes of computing sick leave bonus paid under this section. Employees earning a full year's sick leave benefit in any year and who do not use any sick leave, shall be entitled to three day's payment in cash by separate check on the December 1st following. These three days will be deducted from the employee's sick leave allotment and from sick leave accrued.

Notwithstanding the above, employees shall have the option of leaving three (3) days as part of the employee's accrued sick leave.

- 17.12 Time spent by an employee during which he is severed from the active payroll due to termination, layoff, or leave of absence shall not constitute service time for the purpose of acquiring sick leave benefits, provided, however, that time lost, not to exceed six (6) months due to occupational illness or occupational injury in connection with City employment shall be counted for the purpose of computing service time if the employee returns to the active payroll of the City.
- 17.13 A City Department Head or Agency Director may, with the written approval of the Director of Personnel, upon consultation and with the concurrence of the Finance Director, advance up to fifteen (15) days paid sick leave upon application of an employee whose paid sick leave has been exhausted due to extended illness or injury and any advance sick leave granted under this section shall be deducted from the employee's future accumulation.
- 17.14 Employees covered by this Agreement agree to participate in a Wellness Program to be initiated by the City. It is further understood that participation in the program will be voluntary on the part of the employee.
- a) Wellness Incentive: Employees participating in the City's health insurance plan and who meet the wellness criteria established by the City, in consultation with the Union, shall receive a payment incentive up to a maximum of \$300.00 per year for an individual health insurance plan and up to \$500.00 per year for a family health insurance plan. The earned Wellness Incentive payment shall be awarded to active employees beginning FY 2013 in the month of April in each fiscal year following the employee's participation in the wellness activities.
 - b) The wellness incentive program will integrate preventative and wellness behaviors into the medical plan. Examples of possible activities include completion of the health assessment, obtaining a primary care physician, wellness coaching programs, preventative screenings, non-smoker or completion of smoking cessation program, and/or participation in a program that measures key points in assessing an individual's overall health.

- 17.15 Employees shall be allowed to use a maximum of three (3) days of accumulated sick leave per fiscal year in the event of illness in the immediate family, or use (3) days of accumulated sick leave for personal time off or any combination of both. Personal sick leave allowance must receive prior approval from the employee's supervisor, which approval shall not be unreasonably withheld by the City.

ARTICLE 18

ANNUAL LEAVE

18.1 Definitions:

- (a) Service shall mean any period of time for which an employee received wages commencing with his/her latest date of employment or re-employment except as expressly provided otherwise in this Agreement.
- (b) An annual leave day shall mean a period of time equal to the normal number of hours worked by an employee during a regularly scheduled workday.
- (c) For purposes of this Agreement "Annual Leave" and "Vacation" mean the same.

18.2 Annual Leave Allowance for Employees with less than three (3) years of service as of July 1st.

- (a) An employee with less than three (3) years of service as of July 1st shall earn one (1) workday of annual leave for each calendar month of service to a maximum of twelve (12) workdays per year.
- (b) Employees who work twelve (12) or more days in any calendar month shall earn annual leave credit for that month.
- (c) Probationary employees who receive permanent employment status after completing six (6) months of continuous service shall be eligible to receive six (6) days of annual leave.

- (d) Vacation allowance granted will be based on the number of months of service completed as of the first of the fiscal year as follows:
(Minus any annual leave used under Article 18.2, paragraph "C").

Completed Months of Service	Allowance
12 months	12 days
11 months	11 days
10 months	10 days
9 months	9 days
8 months	8 days
7 months	7 days
6 months	6 days

18.3 Vacation allowance for employees with more than three (3) years of service as of July 1st:

- (a) Completed Years of Service as of July 1st

Three (3) to Four (4) Years	12 days
Five (5) to Ten (10) Years	18 days
Eleven (11) to Fifteen (15) Years	21 days
Sixteen (16) to Nineteen (19) Years	24 days
Twenty (20) and Over	28 days

- (b) All employees covered by this Agreement with over six completed years of service as of July 1, shall be allowed to carry over accumulated vacation leave from one contract year to the next contract year according to the following basis:

Years of Service as of July 1	Allowance
Six (6) to Ten (10) Years	6 vacation days

Years of Service as of July 1	Allowance
Eleven (11) to Fifteen (15) Years	7 vacation days
Sixteen (16) to Nineteen (19) Years	8 vacation days
Twenty (20) to Twenty-nine (29) Years	9 vacation days
Thirty (30) and Over	12 vacation days

18.4 Annual Leave Allowance - other employees

Employees who regularly work less than the standard workday or workweek for their classification shall receive annual leave allowance in equivalent ratios to the full time employee's allowance.

18.5 Department Heads shall be responsible for the approval of annual leave for employees under their jurisdiction in accordance with the principle and concept of seniority as contained in this agreement and subject to the demands of service of their department. No more than two (2) weeks of continuous vacation shall be taken consecutively unless the Department Head shall determine that the taking of such third or fourth consecutive weeks will not interfere with the operation of the department.

18.6 The City will make every effort to ensure that an employee shall not be required to work the two (2) days prior to or two (2) days after an authorized vacation.

18.7 A record of accumulated vacation leave shall be given to the Union twice yearly.

ARTICLE 19

BEREAVEMENT LEAVE

19.1 In case of death in the immediate family of an employee who is in active service with the City, time off with straight time pay will be allowed from the time the employee has been notified of the death through the day following the burial of the deceased. If the employee is of the Jewish

Faith, time off from work shall be given for the actual period of mourning observed but not to exceed seven (7) days from day of burial.

- 19.2 In cases where unusual travel distances exist, bereavement leave provided in Section 1 above may be extended up to three (3) days for the purpose of attending funeral services or arranging burial.
- 19.3 No pay allowance shall be granted in the case where because of distance or other causes, the employee does not attend the funeral of the deceased.
- 19.4 Death in the immediate family shall include death of the employee's, mother, father, spouse, domestic partner under a civil union, child, brother, sister, grandfather, grandmother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, foster parents, foster children, stepchildren, steps, or grandchild. All employees covered by this Agreement shall be entitled to a leave of absence with pay from the time of the notification of death to, and including, the day following the burial of the deceased, provided time off from work is first approved by the employee's department head, division chief, or agency director.
- 19.5 In the case of a death of an aunt, uncle, first or second cousin of an employee where attendance at the deceased's funeral is compelling, an employee shall be entitled to his/her work day off without loss of pay to permit attendance at the funeral, provided time off from work is first approved by the employee's Department Head, Division Chief or Agency Director.
- 19.6 Also, in the event of a death to any person described in Section 5 listed above, where an employee serves as a pall bearer at the funeral, that employee shall be entitled to the day off from work without loss of pay, provided time off from work is first approved by the employee's Department Head, Division Chief or Agency Director.
- 19.7 The City reserves the right to require an employee to substantiate the use of paid time off granted under this Article by such reasonable means as it deems necessary.

ARTICLE 20
MILITARY SERVICE

- 20.1 The re-employment of military service veterans shall be in accordance with applicable Federal and State statutes in effect at the time of re-employment.
- 20.2 An employee covered by this Agreement who is a member of a reserve component of the armed forces of the United States shall be granted, in accordance with applicable Federal and State Laws, leave of absence with pay, during the time of his/her annual tour of duty as a member of such reserve component provided, however, that such leave shall not exceed seventeen (17) calendar days. In such cases, the employee covered shall receive the difference between his/her regular daily pay and daily pay received for military training during the same period.

ARTICLE 21
JURY LEAVE

- 21.1 Employees shall be given leave of absence when called to serve on jury or witness duty and shall receive the difference between his/her regular daily pay and remuneration received for jury or witness duty during the same period.

ARTICLE 22
HOLIDAYS

- 22.1 The following shall be general paid holidays for City employees:

New Years Day	Columbus Day
Martin Luther King Jr.'s Birthday	General, National & State Election Days in November of even numbered years
Presidents' Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Victory Day	Christmas Eve - ½ day
Labor Day	Christmas Day

In addition to the above, two (2) Floating Holidays have been established which will be taken on a day mutually agreed upon between the employee and the Department Head.

- 22.2 The following shall be additional general paid one-half (1/2) day holidays for employees whose classifications are listed in Appendix C of this Agreement.

Good Friday

Work Day Before Thanksgiving

Employees ineligible for the above listed one-half (1/2) holidays shall receive one additional day of annual leave.

- 22.3 The City shall have the option of keeping City Hall offices and administrative divisions open for business on Presidents' Day and general, national and state election days in November of even years. Employees who are required to work on those days shall be given the option of receiving compensatory time off or pay at a rate of time and one-half for hours worked. The employee concerned shall be given his/her choice of when he/she wants to take such time off; provided,

however, that his/her department head has been given reasonable advance notice.

- 22.4 To be eligible for holiday pay credits, an employee shall have worked his/her scheduled work day, or been on approved compensatory time off or sick leave, paid jury leave, floating Holiday, or vacation time immediately before and immediately following the general paid holiday.
- 22.5 Employees off work on a written leave of absence, employees who because of an unexcused absence are off during the holiday week and employees on suspension shall not be entitled to holiday pay credits.
- 22.6 On general paid holidays only those employees shall be on duty whose services are necessary.
- 22.7 Employees eligible for overtime pay as provided in the overtime provisions who are required to work on a general paid holiday shall be paid at one and one-half times their hourly rate for such hours worked, in addition to their holiday pay credits.
- 22.8 If any of the above holidays falls on an employee's regular day off, the employee will be credited with the number of work hours for such day. In such cases, the unworked holiday hours shall not be included as hours worked for the purpose of computing overtime.
- 22.9 General paid holidays shall not be charged as vacation leave.
- 22.10 Holiday pay credits for employees who regularly work less than the standard work day or work week for their classification shall receive holiday credits in equivalent ratios to their regular work week or work day except that this section shall not apply to half-day holidays.
- 22.11 Classified and unclassified employees covered under this Agreement shall receive general National and State Election Day in November of even years as an additional holiday. The preceding section of this article shall apply for computing holiday credits and overtime rates for said employees.

ARTICLE 23

REST PERIOD

- 23.1 The City shall allow one (1) fifteen (15) minute rest period during each one-half (1/2) shift of each workday. Such rest periods shall be assigned by the Department Head, Division Chief or Agency Director and such rest periods shall not be accumulative.
- 23.2 In any twenty-four (24) hour period, an employee who has worked sixteen (16) hours or more shall, except in case of emergency, which shall be declared and terminated only by an individual's permanent department head, be entitled to eight (8) hours rest (exclusive of travel time and established lunch period) before reassignment. If such period should overlap the employee's normal workday, he/she shall suffer no loss of pay for the time involved. Rest period time shall not be counted as accredited time toward premium payment.

ARTICLE 24

MATERNITY LEAVE

- 24.1 An employee covered by this Agreement who has completed at least one (1) year of service shall be granted a leave of absence for maternity. A pregnant employee so certified by her doctor shall be entitled to use accrued sick leave for any time she is unable to work for medical reasons.
- 24.2 At the expiration of maternity leave, the employee shall be returned to the position from which she is on leave at the same increment of the then current range of her class or position.
- 24.3 It is agreed that pregnant employees who decline to utilize their sick leave shall be granted a maternity leave without pay. A pregnant employee shall submit written notification to the appointing authority of the anticipated duration of the maternity leave at least two weeks in advance if possible of the commencement of the leave period. Leave shall be granted for a period of not less than three months or more than twelve months and may be extended by mutual consent, and an early return by the employee may be made upon completion of a minimum of three months and written notice of thirty days to the appointing authority.

- 24.4 A pregnant employee shall not be required to commence her maternity leave prior to childbirth unless she can no longer satisfactorily perform her job duties.

ARTICLE 25

OTHER LEAVES OF ABSENCE

- 25.1 Upon written application and a statement from a physician verifying the need for a medical leave for an employee, the City will grant extended unpaid Sick Leave for personal illness or injury as follows. Updated notes from the physician may be required.

For the personal illness of the employee:

An employee with less than ten years of seniority shall be granted an unpaid three-month leave after any paid sick leave is exhausted (including vacation time if they choose) provided that the conditions listed below are met;

An employee with more than ten years of seniority shall be granted an unpaid six-month leave after any paid sick leave is exhausted (including vacation time if they choose) provided that the following conditions are met:

Conditions

- The employee must have been employed by the City for at least one year prior to the paid leave commencing
- At the time the paid leave commenced, the employee was eligible for a at least 8 weeks of FMLA leave.
- The employee must have worked, or been on an approved paid leave (excluding sick leave) for at least 32 weeks in the one-year prior to the commencement of the paid leave.

For the illness of an immediate family member (defined as a current spouse, child [natural or adopted], parent or parent-in-law of the employee).

Upon a written application, employees may take up to thirteen weeks of unpaid leave provided that a qualified physician completes a form indicating that such a leave is required to care for such family member. The City may require that an employee utilize any accrued paid leave as

part of this thirteen-week leave.

These leaves may be extended at the discretion of the Personnel Director.

- 25.2 Upon written application a classified employee shall be granted a leave of absence for the duration of a promotional probationary period provided his/her previous position exists.
- 25.3 Employees will be notified within five (5) days of the receipt of a leave request of the action taken thereon.
- 25.4 Leave of absence to accept employment with an employer other than the City shall not be granted except as provided under Article 2 of this Agreement.

ARTICLE 26

WAGES

- 26.1 Employees shall be compensated in accordance with the wage schedule attached to this Agreement. The attached wage schedule shall be considered a part of this Agreement.
- 26.2 Salaries and wages of employees covered under this Agreement shall be paid weekly on Friday of the following week and shall continue for the term of this contract. In the event this day is a holiday, the preceding day shall be the payday.
- 26.3 Shift Differential: An additional twenty (20) cents per hour shall be paid for all hours worked on all scheduled second shifts. An additional twenty five (25) cents per hour shall be paid for all hours worked on all scheduled third shifts. For the purpose of this section, the first shift is defined as any work period commencing between the hours of 5:00 a.m. and 1:00 p.m. and the second shift is defined as any work period commencing between the hours of 3:00 p.m. and 9:00 p.m. In addition to the above, library personnel who work between the hours of 5:00 - 9:00 p.m. shall receive the second shift differential payment for the hours worked. The City agrees to include Watchmen for shift differential pay. In addition to the above, it is further agreed that when more than half of the employee's hours worked on each shift are worked after 3:00 p.m. then each hour worked after 3:00 p.m. shall be subject to the second shift premium.

- 26.4 Wages for unclassified employees covered by this Agreement shall be in accordance with the wage schedule attached to this Agreement.
- 26.5 No employee covered by this Agreement shall be paid a salary that is greater than the maximum or less than the minimum rates fixed by this Article unless otherwise provided by this Agreement.
- 26.6 Step increments as set forth in this Agreement are automatic, provided, however, such increases shall be granted only to employees whose job performance has been rated "satisfactory or better". Any employee who is dissatisfied with his/her rating may process his/her complaint through the grievance procedure. If his/her service rating is found to be unfair, he/she will be re-rated and the City agrees to reconsider the question of a increment increase in light of the new rating. If an increase is granted, it will be retroactive to the date it would have been effective had the original rating been accurate.
- 26.7 Step Increases (formerly called Longevity): All employees covered by this Agreement shall be entitled to step increases in accordance with the schedule attached to this Agreement. To maintain rights to the step increases, the employee must be actively employed by the City or on approved leave of absence. Creditable service with the City as defined in the City of Warwick Retirement System Ordinance shall apply in determining creditable service for step increase payments under this Article. Step increases will be determined by the qualifying years of service as of July 1st.
- 26.8 Shift differential payments provided in Section 26.3 above shall be paid monthly by the City on the Friday nearest the 15th of the month for hours worked by the employee during the preceding calendar month. Shift differential payments shall not be used for the purpose of computing overtime payments and will not be paid unless the employee actually works the hours claimed and a record of such hours is certified correct by his/her Department Head, Division Chief, or Agency Director whichever is appropriate.
- 26.9 Any union employee, not in a supervisory classification, who is in charge of two or more summer personnel during June, July, or August will receive an additional 50 cents per hour for the time spent as the acting leadperson.

ARTICLE 27
PAY CHANGES

27.1 Purpose: The following provisions shall govern the assignment of pay steps to employees of the City.

27.2 Definition for purposes of this Article:

- (a) Promotion shall mean a change in employment to a position class, which has a higher maximum salary.
- (b) Demotion shall mean a change in employment to a position class, which has a lower salary.
- (c) Transfer shall mean a change in employment to another position in any class, which has the same maximum salary and similar duties and qualifications.
- (d) Reclassification shall mean the changing of a position from one (1) class to another based on the duties involved.
- (e) Salary Increment Increase shall mean an increase in compensation to the next higher increment in the same pay range.
- (f) Acting Assignment shall mean an assignment for a limited time to a position class as determined by the needs of the service; such assignment not involving promotion or change of status, notwithstanding any provision or rule to the contrary.

27.3 Anniversary dates for pay change purposes:

- (a) Establishment
 - 1. Original Employment and Re-employment. The date one (1) year after completion of the probation period and the corresponding date each year thereafter, except as provided in Appendix F.

2. Promotion: The date one (1) year after completion of the probation period and the corresponding date each year thereafter.
3. Transfer: The Anniversary Date remains unchanged.
4. Demotion: The date six (6) months after the effective date thereof and the corresponding date each year thereafter.
5. Reclassification: The appropriate provision specified in this section for transfer, demotion and promotion shall apply.
6. Postponement of Anniversary Date: Layoff, formal leave of absence or other separations from the payroll in excess of sixty (60) days shall postpone the Anniversary Date for the total period of separation but time previously served toward the next Anniversary Date shall be credited when employees return to the payroll.

27.4 Compensation Determinations:

- (a) Original Employment and Re-employment: Employees shall be employed at the lowest increment for their position class, unless the City Personnel Director determines that the needs of the service require that compensation be fixed at a higher salary increment because of some specific expertise or qualifications of the employee.
- (b) End of Probation: The employee's salary automatically increases to the next higher increment at the end of his/her probationary period, provided that if an employee is already compensated at a rate equal to or greater than the second salary increment in his/her range, the increase is not automatic.
- (c) Anniversary Date:
 1. Pay increments on Anniversary Dates shall be based on the passage of time and shall be given if the employee's work has been satisfactory relative to the requirements of his/her position.

2. In the event a pay increment is not given on an Anniversary Date, such increase may be given prior to the next Anniversary Date if the employee's work performance increased to a satisfactory level relative to the requirements of his/her position.
- (d) Promotion: Employees who are promoted to a class in a higher pay range shall initially be paid at the first hourly rate increment in such range, which is higher than the salary received immediately before such promotion except when it is mutually agreed that the employee is qualified; then in that case the employee shall receive the maximum pay increment in the new classification.
- (e) Working Out of Classification:
1. If any employee (holding a position listed in Appendix B) works on an acting assignment in a higher competitive classification, the employee shall receive a rate of pay commensurate with said classification for the hours worked which amounts to at least one full increment increase.

If any employee holding a position listed in Appendix C who is performing the work of the higher paid position, upon the recommendation of the employee's supervisor and with the approval of the Personnel Director, which approval shall not be unreasonably withheld, shall receive a rate of pay commensurate with the said classification for the hours worked which amounts to at least one full increment increase.
 2. When an employee is regularly assigned for a part of his/her time to work that falls in another classification, the nature of the work and the amount of time such assignment will be a proper consideration in establishing the classification of his/her position.
- (f) Transfers: An employee who is transferred shall initially be paid the same salary increment he/she was on immediately before such transfer.

- (g) Demotion: An employee who is demoted to a class in a lower pay range shall initially be paid at the same salary increment in the lower position which had been received in the higher position.
- (h) Reclassification: Upon reclassification of a position from one class to another class of the same level, a lower level or a higher level, the method for establishing the affected employee's salary increment shall be determined in accordance with the provisions of this section regarding transfers, demotions or promotions as may be appropriate.

27.5 Effective Date of Change in Compensation: All changes in compensation shall be effective at the beginning of the first payroll period following the change.

27.6 If contract negotiated wage increases are to become effective on a Monday, Tuesday or Wednesday, then such increases will take effect at the beginning of the week. In the event that the contract negotiated wage increases are to become effective on a Thursday, Friday, Saturday, or Sunday, then such increases shall take effect on the following Monday.

ARTICLE 28

HOURS OF WORK AND OVERTIME

28.1 Except as provided below, all employees covered under this agreement shall be eligible for overtime pay. Employees holding positions in the following classes shall not be eligible for overtime pay.

Construction Inspector	Recreation Asst. For Lifeguards
Electrical Inspector	Recreation Asst. For Playgrounds
Principal Clerk	Senior Planner
Local Communication Officer	Student Intern
Plumbing Inspector	Waterfront & Park Asst.

- 28.2 An employee ineligible for overtime pay, shall, at his/her request be given time off with pay at the rate of one and one-half (1 1/2) for each hour worked over the normal number of hours of his/her scheduled work week. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her Department Head during the calendar year or three (3) months following the end of the calendar year at a time specified by his/her Department Head in which the overtime was worked. If such time off cannot be granted by the Department Head, then the employee concerned will receive overtime pay for the hours credited. Further deferment of such time off shall not be allowed and shall not accumulate from year to year.
- 28.3 Employees holding positions on the special schedule attached hereto (Appendix D) pertaining to operations of the Sewer Division, Department of Public Works, Public Library, Board of Public Safety, Recreation Department, Parks and Recreation Department, Fire Alarm Dispatchers, and other miscellaneous operations shall be eligible for overtime pay in accordance with provisions specified in said Appendix.
- 28.4 Normal Work Week and Work Day: As indicated in the City Pay Plan, a normal work week for regular full time employees shall consist of: A forty (40) hour work week in five (5) consecutive eight (8) hour work days, Monday through Friday, or, a thirty-five (35) hour work week in five (5) consecutive seven (7) hour work days, Monday through Friday. For pay purposes, the workweek commences at 12:01 a.m. on Monday and runs through midnight the following Sunday.
- 28.5 Work Week Variations
- (a) Parks and Recreation Department: For the purpose of Article 28, Section 4 above, Parks and Recreation Department employees on the department payroll prior to February 1, 1980 shall maintain their schedule of hours and workdays on the basis they have worked in the past. Employees hired or transferred to that department after February 1, 1980 shall have a regular workweek of Monday through Sunday consisting of five (5) consecutive days each. Said workweek shall be established by the City and once established, shall not be changed by the City for the purpose of harassing employees. Seniority shall govern any changes.

- (b) Building Custodians: For the purpose of Article 28 Section 3 and Section 4, all employees holding the classification of Building Custodian on the various department payrolls prior to July 1, 1989 shall maintain their schedule of hours and workdays on the basis they have worked in the past. Employees hired or transferred to the Public Works Department/Building Maintenance Divisions after July 1, 1989 shall have a regular workweek of Monday through Sunday consisting of five (5) consecutive days each. Said workweek shall be established by the City and once established, shall not be changed by the City for the purpose of harassing employees. Seniority shall govern any changes.
- 28.6 Attached hereto as Appendix D are special schedules governing hours of work of certain positions or operations of the Sewer Division, Department of Public Works, Warwick Public Library, Board of Public Safety, Parks and Recreation Department and other unusual miscellaneous activities, or activities operating twenty-four (24) hours per day.
- 28.7 Overtime shall consist of authorized work in excess of the normal number of hours in any scheduled workday or any workweek, with the exception of those on special schedules as provided in Section 7 above, not including meal periods.
- 28.8 All overtime shall be authorized by a responsible supervisor.
- 28.9 First preference for overtime work shall be given to the employee(s) on whose job the work is necessary and who normally performs the work, subject to that division's established over-time list and methods. In the event overtime becomes necessary as a result of a continuation of a specific job or assignment beyond the employee(s) scheduled hours of work, the employee(s) performing said job or assignment at the time overtime is deemed necessary, shall have first preference for overtime on said job or assignment, and in the event said job or assignment is to be continued on overtime at another date, first preference shall remain the same, except when subject to the provisions of Article 28.12. Second preference shall be given to any employee within the same division capable of doing the job, subject to that division's overtime list and methods. Third preference shall be given to employee within the same department and then preference shall be given to any member of the bargaining unit capable of doing the job, to be rotated on the basis of

seniority and providing further that said member has signed a roster making himself/herself available for overtime work.

28.10 Time worked in excess of the normal work week for the purpose of adjusting so-called swing or rotating shifts in a three shift operation shall not constitute overtime, except at the Sewer Division, Department of Public Works, where employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's hourly rate for work performed on the sixth consecutive day.

28.11 Call Back:

- (a) Any employee covered by this Agreement who is called back to work shall, in the event that employee has already left the premises of the employer, receive four (4) hours minimum call-back pay computed at the rate of one and one-half (1 1/2) times the employee's hourly rate.
- (b) However, if call back assignment takes less than two hours to complete, the employees may be allowed to leave upon approval by their supervisor and shall receive a minimum 2 hours pay at the rate of one and one-half times the employee's regular rate.
- (c) The employee's supervisor may allow an employee to leave work after the two-hour period if the supervisor determines that the work assignment is properly completed. An employee may be required to work beyond the two hours if necessary to complete the assignment.
- (d) An employee will be guaranteed two (2) hours of pay computed at the rate of time and one-half when called in to work and the work is carried over to the start of the normal workday. This shall not apply if an employee is required to perform overtime work beyond the normal working hours.
- (e) All work performed by an employee who is called back shall be of an emergency or unusual nature.
- (f) No employee will be paid overtime and premium pay for the same hours worked. When two or more types of overtime or premium

compensation are applicable to the same hours of work, only one - the higher - shall be paid.

- 28.12 The Union pledges on behalf of employees covered by this Agreement that they shall accept necessary overtime assignments before and after the regular scheduled working day and that they shall consider City requirements for such necessary overtime as paramount to their personal convenience. Except in the cases of emergency, necessary overtime of which the employee has not been notified at least twenty-four (24) hours previous to the time he /she is scheduled to quit will not be compulsory. For employees of the Sewer Division, Department of Public Works, necessary overtime of which the employee has been given at least four (4) hours notice will not be compulsory. If an employee who has left his/her work site for the day, or is not scheduled to work on that day, is contacted by the City regarding returning to work to perform overtime, then he/she shall make an honest effort to notify the City of his/her availability for an overtime assignment within four (4) hours of the City's request.
- 28.13 Each employee who is requested to report for overtime duty shall report at the required time unless they first obtain permission from their area steward to be relieved of such duty. In such event, it shall be the responsibility of the Area Steward to furnish a substitute in accordance with the provisions of this Agreement dealing with seniority. Alternate stewards in the operation, the Union President or Vice-President will be required to provide substitutes for overtime when the Area Steward is not available. Except in cases of emergency, employees who do not wish to be called for overtime shall so notify their immediate supervisor and area steward, in writing, as to the specific time period for which the employee does not wish to be called. Employees who wish to be put back on the overtime list shall so notify their immediate supervisor and area steward in writing.
- 28.14 Department Heads will post monthly notices in their respective operations for the purpose of allowing employees wishing to volunteer for overtime assignments to do so. However, in the event that employees do not volunteer for overtime assignments, the Department Heads have the right to exercise their authority in accordance with 28.12 and 28.13 above.
- 28.15 Employees who refuse to work overtime when reasonable notice has been given or in cases of emergency shall be subject to disciplinary action.

28.16 Methods of Computing Overtime Work:

- (a) Overtime shall be paid at one and one-half (1 1/2) times the employee's hourly rate. Double time shall be paid for work on the seventh consecutive workday for all positions in Appendix D except where otherwise provided for in Appendix D. All other positions shall pay double time on the seventh day of the workweek and/or after 16 consecutive hours except that straight time shall be paid for hours worked during the employee's regular work schedule and those listed in Appendix E.
- (b) An employee called to work at a time other than their scheduled work shift shall be credited with a minimum of four (4) hours call-back pay computed at the rate of one and one-half (1 1/2) times the employee's hourly rate. If the overtime assignment is continuous with the scheduled workday, the employee will receive overtime pay for the actual number of hours worked.
- (c) For the purpose of computing overtime, an employee absent on authorized sick leave with pay, after jury leave with pay, witness duty, holiday or on vacation, shall be considered to have worked his/her normal work shifts during such absence.

28.17 Compensatory Time Off: At the request of any employee eligible for overtime pay, his/her Department Head may provide that, in lieu of cash payment for overtime, he/she may be allowed time off with pay at the rate of one and one-half (1 1/2) hours for each hour worked over the normal number of hours in his/her scheduled work week. Any such time off shall be taken at a time mutually agreed upon by the employee and his/her Department Head during the calendar year or the three (3) months following the end of the calendar year in which the overtime was worked. In the event that such time off is not taken by the employee within the limiting time, he/she shall be given cash payment for the overtime hours worked at the overtime rate based on his/her salary at the time the overtime was worked.

28.18 The City agrees to maintain records of compensatory time earned and used for each employee covered under this Agreement and make these records available to the Union for their inspection upon request. Such records shall be kept on file in the City Personnel Office.

28.19 Any employee who finds it necessary to leave his/her work assignment or workstation during the working hours shall obtain permission from his/her immediate supervisor outside the bargaining unit before leaving.

28.20 Isolation Pay: (Applies to classifications listed in Appendix E).

- (a) An additional fifteen (15) cents per hour shall be paid to the employee for all hours worked when the employee is the only employee scheduled for duty in the building.
- (b) Isolation duty payments, as provided above, will be made in the same manner as shift differential payments (Article 26) and shall not be used for the purpose of computing overtime.

28.21 Supervisory personnel outside of the bargaining unit shall not, except in emergency situations, or for instructional purposes, perform overtime work normally performed by employees covered by this Agreement, provided the employee capable of performing said work is offered the overtime and is available.

28.22 For the purpose of this Agreement, the normal working day for employees who work on the first shift shall be from 7:00 a.m. to 4:30 p.m.

ARTICLE 29

GRIEVANCE PROCEDURE

29.1 Should differences arise between the City and the Union or members of the bargaining unit employed by the City, as to the meaning and application of the provisions of this Agreement, there shall be no suspension of work or slow down by the Union or the employee on account of such differences, but an earnest effort shall be made to settle the same by the following methods of procedure:

STEP 1: Between the employee and or his/her representative and his/her immediate supervisor outside the bargaining unit, providing the employee's grievance meets the conditions specified in Section 3 below.

STEP 2: Between the Union Steward within whose assigned area the employee works and the Department Head or Agency Director to whom the differences shall be submitted in writing, and the decision of the Department Head or Agency Director shall be given in writing to the employee and/or his/her Union Steward within three (3) working days.

STEP 3: Between the Field Representative of Council 94, AFSCME and Local Union President and the City Personnel Director and any other City representatives chosen by the Personnel Director. The City and Union may each call two witnesses and any others that may be necessary and mutually agreed upon. A hearing will be held to hear the 3rd step grievance within 45 days of the grievance being presented to Personnel.

- 29.2 The Mayor shall have the right to intervene in Step 3 above if he/she deems it desirable or necessary to do so in the interest of the City or if the health, welfare or safety of its citizens are endangered.
- 29.3 Unless an employee who is aggrieved by City action submits his/her grievance in writing to his/her immediate supervisor outside the bargaining unit within ten (10) days of the occurrence of such grievance, it shall not be considered a grievance under the terms of this Agreement.
- 29.4 If the difference or differences are not satisfactorily adjusted in Steps 1 or 2 above within ten (10) working days, then the grievance will proceed to the next step. If the difference or differences in Step 3 are not satisfactorily adjusted, then either party may, within 45 calendar days of the completion of Step 3, request arbitration of the matter by sending such request for arbitration by certified mail, postage prepaid, to the other party, setting forth the issues to be arbitrated. If the City fails to issue an answer within 45 days of the hearing at Step 3, then the City shall bear the full cost of the arbitration, unless the parties agree to extend the time for the City to file an answer, which such extension shall be in writing and specify a time for the answer to be filed.
- 29.5 Arbitration Board - Composition: Within seven (7) days after arbitration has been requested as provided in this Article, the Union Agent and the City shall each select and name one (1) arbitrator and shall immediately thereafter notify each other in writing of the name and address of the

person so selected. The two (2) arbitrators so selected and named shall, within ten (10) days from and after their selection agree upon and select and name a third arbitrator. If within said ten (10) days, the arbitrators are unable to agree upon the selection of a third arbitrator, such third arbitrator shall be selected in accordance with the rules and procedures of the American Arbitration Association. If the Union agrees with the City to a different method of selecting arbitrators or to a lessor or greater number of arbitrators, or to any particular arbitrator, or if they agree to have the State Director of Labor designate the arbitrator or arbitrators to conduct the arbitration, such agreement shall govern the selection of arbitrators, provided, however, that if the State Director of Labor shall be unwilling or shall fail to designate the arbitrator or arbitrators, an alternate method of selection shall be used. The third arbitrator, whether selected as a result of agreement between the two arbitrators previously selected, or selected under the rules of the American Arbitration Association or by the State Director of Labor or by any other method, shall act as Chairperson.

- 29.6 Hearings: The arbitrators shall call a hearing to be held within ten (10) days after their appointment and shall give at least seven (7) days notice in writing to the Union and the City of the time and place of such hearing. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall not be binding. Any and all documentary evidence and other data deemed relevant by the arbitrators may be received in evidence. The arbitrators shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, the production of books, records and other evidence relative or pertinent to the issues presented to them for determination. Both the Union Agent and the City shall have the right to be represented at any hearing before said arbitrators by counsel of their own choosing. The hearing conducted by the arbitrators shall be concluded within twenty (20) days of the time of commencement, and within ten (10) days after the conclusion of the hearing, the arbitrators shall make written findings and a written opinion upon the issues presented, and a copy of which shall be mailed or otherwise delivered to the Union and the City.
- 29.7 Appeal from decision: The decision of the arbitrators shall be made public and shall be binding upon employees in the bargaining unit, their Union and the City except that it is understood that there is nothing construed within this section so as to require the City to administer beyond its legally delegated authority.

- 29.8 Either the arbitrator(s) or the City or the Union may call any employee as a witness in any proceedings before the arbitrator(s), and the City agrees to release said witness from work if he/she is on duty. If an employee witness is called by the City, the City will reimburse him/her for the time lost; if by the arbitrator(s), the City and Union split the expense. All other expenses incurred through arbitration, including the fee(s) of the arbitrator(s) will be shared equally by the City and the Union.
- 29.9 In all cases where the Union is aggrieved, action will commence at Step Two.
- 29.10 The words "Union" and "Employee" may be used interchangeably.

ARTICLE 30

HEALTH AND WELFARE

30.1 Workers' Compensation:

- (a) The City agrees to provide Worker's Compensation benefits to employees covered under this Agreement in accordance with standards prescribed by applicable State of Rhode Island statutes. The City further agrees to continue previously established policy of paying the difference between the employee's regular base pay and any Worker's Compensation benefits received from the employee's sick leave account where a balance in such sick leave account exists.
- (b) For Worker's Compensation cases, once an employee exhausts their accumulated sick leave, the City will provide compensation that is equal to ninety percent (90%) of the difference between the Workers' Compensation payment and the employee's net pay. Credit Union deductions will not be included in the computation. This provision remains in effect for thirteen (13) weeks.

30.2 Group Health Insurance:

- (a) The City will provide health insurance coverage to employees in the bargaining unit under the following terms:

- (i) The City will offer primary group health insurance coverage with a reliable insurance company of the City's choice, or through a self-insurance program. The primary coverage shall be generally comparable to the plan commonly known as HealthMate Coast-to-Coast as provided by Blue Cross/Blue Shield of Rhode Island.
- (ii) The City shall also offer secondary group insurance coverage with a reliable insurance company or through a self-insurance program. This secondary coverage shall be generally comparable to Blue Cross/Blue Shield Classic as outlined in Exhibit A.
- (iii) The City will pay the cost of family or individual coverage for the City's primary group insurance [(i) above]. All additional costs of health insurance beyond the cost of family or individual coverage under the primary provider will be borne by the individual employees.
- (iv) Effective on August 1, 2000, under the primary coverage [(i)] above, the City will provide a student rider to age 25, and an eyeglass/contact lens program which provides for an annual benefit of up to \$100 per employee or covered dependent for the purchase of prescription eye glasses or contact lenses up to an annual maximum of \$200 per family. Employees who retire after August 1, 2000, and who are covered under the primary coverage [(i)] above, are eligible for these riders if otherwise eligible for health insurance under subparagraph (c) below.
- (v) Effective on July 1, 2012 all employees accepting health insurance through the City shall be required to contribute 20 percent of the premium cost, if fully insured, or working rate, if self-insured, toward the cost of that insurance, to be deducted from the employee's pay on a weekly basis: as set forth in Exhibit C attached hereto and incorporated herein by reference.
- (vi) Effective on July 1, 2006 a \$100 co-payment shall be required for Emergency Room visits when the patient is not admitted to the hospital.

- (vii) Effective on July 1, 2006, there shall be a \$300 annual cap per covered individual (\$600 maximum aggregate per family) for out-of-pocket prescription co-payments. (Note: this shall apply to active employees only – not retirees).
- (b) Where an employee receives a leave of absence without pay due to an illness or injury and is not otherwise gainfully employed, the City, upon his/her written request, shall continue to provide City paid coverage as specified above for the first six (6) months of such leave of absence.
- (c) Effective July 1, 1997 the City shall, at its expense, provide employees under the age of 65, and their families, who retire under the Warwick Code of Ordinance, Chapter 16, Retirement System, with health care insurance as provided in sub-section (a), i, above (generally comparable to Blue Cross/Blue Shield Healthmate Coast-to-Coast). The coverage provided by the City will be the individual, family, or supplemental plan whichever is less costly. If the retiree or his/her spouse obtain or has available equal or better coverage elsewhere, then the City's coverage would terminate. However, if coverage obtained elsewhere is no longer available their coverage through the City would resume upon notification by the retiree or his/her spouse. Retirees under the age of 65 may opt for coverage as provided for under section (a), ii, of this section, with the retiree paying the difference in cost, if any, between the plans. Anyone retiring under the Warwick Code of Ordinances, Chapter 16, Retirement System, must have at least ten (10) years of creditable service earned from eligible active employment with the City of Warwick in order to be eligible for health care insurance.
- (d) Effective July 1, 1987 the City shall at its expense provide employees and their spouses over the age of sixty-five (65) who retire under the Warwick Code of Ordinance, Chapter 16, Retirement System, with supplemental Medicare health insurance through a health insurance carrier of its choice. The supplemental Medicare health insurance will be equivalent to the benefits provided by the City during the contract period July 1, 1986 through June 30, 1987. (List of benefits attached hereto, Exhibit B) If the retiree or his/her spouse obtain or has available equal or better coverage elsewhere, then the City's coverage would terminate.

However if coverage obtained elsewhere is no longer available then their coverage through the City would resume upon notification by the retiree or his/her spouse.

Those employees age 65 or older who are eligible to retire and have less than ten (10) years of service shall be required to pay for their health care coverage.

However, anyone retiring under the Warwick Code of Ordinances, Chapter 60, Retirement System, must have at least ten (10) years of creditable service earned from eligible active employment with the City of Warwick in order to be eligible for health insurance.

- (e) Any cost above what the City provides for benefits outlined in the above sub-sections to provide for adequate additional coverage of either the retiree and his/her spouse will be at the expense of this individual.
- (f) For employees who retired prior to July 1, 1987, please refer to the contract in effect at the time of their retirement for benefits which are provided and paid for by the City.
- (g) Employees who have health insurance coverage available elsewhere through any department or agency of the City, will receive a \$900 payment in lieu of health insurance coverage. This payment will be made in July of each year for the preceding year and will be prorated for each month that employees were unable to receive health insurance under this Article.

30.3 Group Dental Insurance

- (a) All employees covered by this Agreement shall receive Dental Insurance coverage individual or family plan, whichever is appropriate, the expense of which shall be paid by the City.
- (b) The coverage to be provided will be equivalent to Delta Dental Levels One, Two and Three with a two thousand (\$2000) dollar calendar allowance and Delta Dental Level Four with a Twelve Hundred (\$1200) dollar lifetime limit. The City, if it so desires, may provide the dental insurance through other dental care insurance

companies, provided the benefits are equivalent to those stated above.

ARTICLE 31

COMPENSATION FOR TOOLS, EYEGLASSES AND CLOTHING ITEMS

- 31.1 Employees who must use their tools to perform their work shall have any broken, worn or stolen tools replaced at City expense provided that the tools to be replaced are turned in to the City and the tool loss is connected with City work and not the fault of the employee. A Claims Committee consisting of the Director of the Department, the Division Chief and Union Steward in the area shall be charged with the responsibility to investigate and approve any claims related to this section.
- 31.2 When an employee has damaged his/her eyeglasses on City - connected work, the City shall replace such eyeglasses provided the damage was no fault of the employee.
- 31.3 The City agrees to establish an administrative procedure for replacing or paying for replacement of tools or eyeglasses within thirty (30) days provided no questions concerning negligence or fraudulent claims arise.
- 31.4 The City agrees to provide those individuals holding the classifications of Auto Mechanic, Lead Person, Heavy Equipment Mechanics, Auto Mechanic Helper, Automotive Service, Custodial/Maintenance Worker (Pool) and Repair Person and Car Washer covered by this Agreement with three hundred twenty-five dollars (\$325.00) cash clothing allowance. Payments of one hundred sixty-two dollars and fifty cents (\$162.50) each will be provided during the first week of March and August of each year. Payments of this clothing allowance, which were deferred in March of 2009, will be paid in March of 2011.
- 31.5 The City agrees to purchase one (1) pair of insulated boots per year up to a maximum cost of seventy dollars (\$70.00) per pair, per year for maintenance personnel at Thayer Memorial Arena. The City shall select the vendor and employees will be allowed to receive their boots by the second week of June each year if needed.

- 31.6 The City agrees to provide those employees holding the position of Water Department Meter Reader and Serviceperson with a three hundred twenty-five dollar (\$325.00) cash clothing and maintenance allowance. Those employees shall be required to purchase uniforms designated by the City and to wear same in the performance of their duties. Payments of one hundred sixty-two dollars and fifty cents (\$162.50) will be made during the 1st week of March and August of each year. Payments of this clothing allowance, which were deferred in March of 2009, will be paid in March of 2011.
- 31.7 The City agrees to furnish one (1) pair of safety work boots (steel-toe) per year up to a maximum cost of seventy (\$70.00) dollars to the following groups of employees. These boots will meet ANSI standards and employees will be required to wear boots as a condition of employment. If the vendor for the work boots offers a more expensive boot that meets the above standards, employees may select that boot and reimburse the City for the difference between the cost of the boot and seventy (\$70.00) dollars.

D.P.W. Automotive Division - all personnel	Up to a maximum of 13
D.P.W. Sewer Division -Sewer System Inspectors, Mechanics & Operators	Up to a maximum of 16
Water Department Asphalt Crew	Up to a maximum of 6
D.P.W. Highway Catch Basin Operators	Up to a maximum of 2
D.P.W. Sign Shop	Up to a maximum of 4
D.P.W. Sanitation Division	Up to a maximum of 23

All DPW-Highway Laborers, Masons, Drainage Laborers, DPW Engineering Surveyors Assistants, Parks and Recreation Laborers and Custodial/Maintenance Worker (Pool), Police Garage - Automotive Repair and Service Persons.

The Personnel Department will establish a procedure for the issuance of the above safety boots.

- 31.8 The City agrees to provide those individuals holding the classification of Senior Laborer and up to two (2) Catch Basin Operators in the Highway Division, and up to seven (7) Laborers in the Water Department covered by this agreement with a one hundred dollar (\$100) cash clothing allowance. Payments of fifty dollars (\$50) each will be provided during the first week of March and August of each year. The City will also provide seven (7) uniforms and two (2) jackets for Sewer employees Maintenance/Operators). Payments of this clothing allowance, which were deferred in March of 2009, will be paid in March of 2011.
- 31.9 The City agrees to provide five (5) mechanics in the Sewer Department with one (1) winter and one (1) summer jumpsuit (blue) and the Inspector in the Sewer Department with one (1) summer jumpsuit (red).
- 31.10 The City agrees to provide three pairs of high quality rain work gloves and ten pairs of rubber liners annually to employees in the Sanitation Division.

ARTICLE 32

SEVERANCE PAY

- 32.1 Severance pay shall accrue and be payable at the rate of two (2) days per year of service with the City upon the occurrence of either of the following:
- (a) Full accrual upon termination for disability at any age or after the age of sixty (60), or
 - (b) At the death of an employee, full accrual shall be paid to his/her beneficiary.
 - (c) Any time an employee terminates who is vested in the City Pension System.
- 32.2 Employees will be entitled to receive one-half of their accumulated sick leave and severance pay upon retirement from the City as determined by the City Retirement Ordinance. In the case of death prior to retirement, the beneficiary shall receive same. In lieu of receiving payment for ½ of accumulated sick time, employees of the City retiring under the City

Retirement Ordinance may use their unused sick leave to either retire earlier or to add additional time to their years of service for retirement purposes. This provision shall be optional for all employees.

- 32.3 When an employee retires from the City service under provisions of the Retirement System Ordinance, any vacation credits not used by the employee during the current fiscal year shall be added to the employee's severance pay and shall not jeopardize the employee's benefits under the Retirement System Ordinance.
- 32.4 For the purpose of this Article, and Article 36, "Beneficiary" shall mean the same beneficiary or beneficiaries as designated by an employee for Retirement System benefits. The rules and regulations of the Retirement System Ordinance governing the method of designating a beneficiary or beneficiaries shall apply except as provided in Article 36.

ARTICLE 33

BLOOD BANK AND GROUP INSURANCE PLANS

- 33.1 BLOOD DONOR PROGRAM: The City and the Union will participate jointly in increasing interest and participation in a Blood Donor Program established under the auspices of the Employee's Benefit Trust Fund Board. The Union may furnish five (5) names of members who are City employees to be considered for service as coordinators and/or alternate coordinators in this program. Union Officials, Shop Stewards and designated coordinators will assist City Officials in assuring compliance with regulations pertaining to excused leave permitted for this program.
- 33.2 GROUP PLANS: It is agreed that all permanent employees shall be eligible to participate in any group insurance programs sponsored by the Employee's Benefit Trust Fund under Article 16. Upon receipt of a written assignment from an eligible employee and in accordance with regulations established by the Employee's Benefit Trust Fund Board, the City will deduct from the employee's pay an amount authorized by the employee for premium payments. The City agrees to transmit by check at intervals of no greater length than thirty-one (31) days made payable to "Employee's Benefit Trust Fund" and accompanied by a list of deductions made for each employee.

- 33.3 GROUP LIFE INSURANCE: Within fifteen (15) days of the signing of this Agreement, each permanent employee will be provided through the Employee's Benefit Trust Fund Insurance Program and at the City's expense with thirty two thousand (\$32,000) group life insurance plus an equal amount of group accidental death insurance dismemberment coverage and further providing:
- (a) Until the employee involved retires from City service the amounts of insurance will be reduced by two percent (2%) thereof at the end of each calendar month following the date the employee attains the age of sixty-five (65) years until the amount of such insurance reaches twenty-five percent (25%) of the coverage in force immediately prior to the employee's sixty-fifth birthday.
 - (b) Upon an employee's termination from City service the policy may be converted to an individual policy of life insurance at standard rates.
 - (c) Each new employee will be automatically covered on his/her attaining permanent status unless he/she states in writing that he/she desires not to be covered.
- 33.4 Consistent with the pertinent provisions of Chapter 15 of Title 45, Section 16 of the General Laws, the City agrees to indemnify, provide legal defense for and to hold harmless any employee who is a defendant in civil litigation arising from their conduct within the scope of their employment on behalf of the City.

ARTICLE 34

INCENTIVE IN-SERVICE TRAINING

- 34.1 To encourage the development of the individual City employee's on-the-job performance and to make ready, experienced and knowledgeable replacements, the City shall established in-service training classes to meet its needs.
- 34.2 Each employee who has successfully completed a curriculum, approved in advance by the Personnel Director, shall be entitled to a pay increase of five percent (5%) above his/her current base pay.

- 34.3 The provisions of training programs such MDTA, OJT and similar programs shall apply where compliance with such standards is a condition precedent to the receipt of Federal and State funds for training purposes.
- 34.4 The City agrees to consult with the Union before it is determined who shall be selected to participate in a training program.
- 34.5 In Service Training. The City will pay for courses required by the City and upon the approval by the Department Director and the Personnel Director. The payment for such courses will be made by the City upon successful completion of such courses.

ARTICLE 35

SAFETY AND HEALTH

- 35.1 The City and the Union shall cooperate in the enforcement of safety rules and regulations.
- 35.2 Should any employee complain that his/her work requires him/her to be in unsafe or unhealthy situations, in violation of acceptable safety rules, the matter shall be considered immediately by representatives of the City. If the matter is not adjusted satisfactorily, the grievance may be processed according to the grievance procedure.
- 35.3 The City agrees to provide coverage for employees under the State of Rhode Island Temporary Disability Insurance Program in accordance with applicable State Laws and to make the necessary payroll deductions for such coverage.
- 35.4 Any Public Works Highway Division or Water Department Field Division employee working continually outside when the official temperature at the U. S. Weather Station at Hillsgrove is 90 degrees or over for at least one hour shall be given time off with pay for the remainder of his/her regular work day or be paid time and one-half if required to work by his/her supervisor.
- 35.5 The City and Local 1651 recognize that alcoholism is an illness, which should be treated as such. Without detracting from the existing rights and obligations of the parties recognized in other provisions of this agreement,

the City and Union will continue to cooperate in encouraging employees afflicted with alcoholism to undergo a coordinated program of treatment directed to the objective of their rehabilitation.

- 35.6 The City agrees to provide counseling services through a recognized employees' assistance program to employees covered by this agreement.

ARTICLE 36

RETIREMENT SYSTEM

- 36.1 The employee's contribution to the Warwick Retirement System shall be seven percent (7%) of basic wages and step increases . Effective July 1, 2009, the contribution shall be increased to eight percent (8%).
- 36.2 In addition to its regular employer contributions, the City agrees to pay the difference in the normal costs of the system less employee contributions as specified in Section 1 above.
- 36.3 Employees will be entitled to designate one beneficiary, more than one beneficiary, a contingent beneficiary or beneficiaries and cancel beneficiary or beneficiaries in accordance with regulations prescribed by the Secretary of the Warwick Retirement System Board of Trustees. If there is no beneficiary living, and not inconsistent with state and federal law, any unpaid compensation which becomes payable after the death of an employee will be payable to the first person or persons listed below who are alive on the date title to the payment arises in the following order of procedure.

Order of Precedence:

- (a) To the widow or widower.
- (b) If neither of the above, to the child or children in equal shares, with the share of any deceased child distributed among the descendants of that child.

- (c) If none of the above, to the parents in equal shares or the entire amount to the surviving parent.
 - (d) If there be none of the above, to the duly appointed representative of the estate of the deceased employee, or if there be none, to the person or persons determined to be entitled thereto under the laws of the domicile of the deceased employee.
- 36.4 The City agrees to review with the Union any changes, which may be proposed to the City of Warwick Retirement Board of Trustees, which would affect benefits of employees covered under this Agreement.
- 36.5 Effective January 1, 1987 the City will provide an 85 Plan as outlined in Chapter 60, Section 102 of the City of Warwick Code of Ordinance.
- 36.6 A Union member shall be elected to the Retirement Board and the President of Local 1651 shall be an ex-officio member of the Retirement Board.
- 36.7 Effective September 1, 1994, The City agrees to include step increases (formerly call longevity) in the base for the purposes of computing pension entitlements, provided further that employee contributions will be increased from 6% of salary to 7% of salary (including longevity compensation).

NOTE: In the course of negotiations for a new contract for the period July 1, 1994 - June 30, 1997, the Union proposed to include step increases in the calculation of base wages for pension purposes. The City, through its actuaries and Finance Office, determined the cost of this benefit (including past service liability) to be 2.1% of payroll. The Union proposed to completely fund this benefit by (1) increasing employee contributions from 6% to 7%; and (2) diverting .55% of the budgeted wage increases for 1994 and 1995 to pay the balance of the cost. The City agreed to this method of funding the pension improvement. This funding mechanism insures that the benefit will be funded through employee contributions, and no additional cost to the City.

- 36.8 Effective July 1, 2000, the City agrees to increase the annual pension benefit unit from 2.35% to 2.50% and to lower the combined age and service requirement for early retirement from 85 years (point of 85) to 80 years (point of 80).

NOTE: The City, through its actuaries and Finance Office, determined that the cost of these pension improvements (including any past service liability) to be 2.15% of payroll. The Union has proposed and is agreeable to completely fund this benefit by (1) diverting .75% of the budgeted wage increase for 7/1/2000, and .50% for of the wage increase for 7/1/2001, and .75% of the wage increase for 7/1/2002; and (2) funding the remaining .15% by permanently discontinuing the \$200 annual HealthMate bonus effective 7/1/2000.

ARTICLE 37

MISCELLANEOUS

- 37.1 The title "City Personnel Director" and "Chief, Division of Personnel" are used interchangeably throughout this Agreement and refers to the same position.
- 37.2 The Union agrees to bear half the cost of the printing of the Agreement, to provide distribution of sufficient copies for all Management and Union Officials, a copy for each Employee in the unit, and to assure that copies are posted on all Official Bulletin Boards in the Unit.
- 37.3 Employees who are classified as Clerk/Typist, who have completed one (1) year of service in said classification shall, at the employee's option, be given an exam. If said employee receives a passing grade on the exam, then said employee shall be classified as a Senior Clerk Typist.
- 37.4 Seasonal Positions: Rates for positions not listed in the Pay Grade Schedule shall be in accordance with the rate established for that position in the preceding contract unless otherwise changed by an addendum to this Agreement.
- 37.5 The mileage reimbursement rate shall be Not less than the current reimbursement rated stated by the IRS
- 37.6 The City and Union agree that Sanitation and Recycling bargaining unit employees shall be considered as a separate sub-division of the Highway

Division of Public Works.

- 37.7 Personal Days: Each employee shall be allowed four (4) personal days per contract year. Personal leave allowance must receive prior approval from the employee's supervisor, which approval shall not be unreasonably withheld by the City.
- 37.8 Upon receipt of a voluntary written authorization from any employee covered by the agreement on forms provided by the Union, the City shall deduct from the pay of such employees, the PEOPLE contributions authorized by the employee and forward said deduction to Council 94. Deductions shall not be coupled with Union dues and shall be forwarded separately.

ARTICLE 38

SAVINGS CLAUSE

- 38.1 If any part of this Agreement is found to be illegal, such illegality shall not in any way affect any other part of this Agreement, but the part declared to be illegal shall be re-negotiated.
- 38.2 If Federal, State or local laws or regulations require the abrogation of any portion of this contract, the section so affected shall be re-negotiated.

ARTICLE 39

TERMINATION

- 39.1 This agreement shall be for three years and take effect on July 1, 2012 through June 30, 2015, with a limited re-opener provision in the last year of the contract which may only result in economic increases for the bargaining unit based upon then existing economic conditions..

In Witness whereof the parties named herein have hereunto set their hands and seals
this _____ day of _____ in the year _____.

RHODE ISLAND COUNCIL 94
AFSCME, AFL-CIO
LOCAL 1651

CITY OF WARWICK
RHODE ISLAND

STEP INCREASES SCHEDULE

EFFECTIVE July 1, 2012*

Years (through and including)	Percentage of Gross Base Pay Paid Weekly
4 through 7	7½%
8 through 11	9½%
12 through 15	10½%
16 through 19	12%
20 through 24	13%
25 and over	14%

*Based on completed years of service as of July 1 of each year.

APPENDIX "A"

RESPONSIBILITY AREAS AND NUMBER OF UNION STEWARDS

AREAS OF RESPONSIBILITY	NUMBER OF STEWARDS
Sewer Treatment Plant	1
DPW Administrative & Automotive	1
DPW - Highway Division	1
Water Department, Field Division	1
Parks & Recreation	1
City Hall & Municipal Office Building	1
Library	1
Fire Alarm Station	1
Police Station	1
DPW – Sanitation Division	1

APPENDIX "B"

Automotive Body Repair Person
Automotive Mechanic
Automotive Mechanic Helper
Automotive Mechanic Lead Person
Automotive Repair and Serviceperson
Building Custodian
Building Custodian/Maintenance Person
Building Maintenance Person
Building Superintendent - Library
Carpenter
Carwasher
Catch Basin Cleaner Operator
Drainage Laborer
Electrician
Heavy Equipment Mechanic
Heavy Equipment Operator

Laborer
Light Equipment Operator
Maintenance Foreman
Mason
Meter Reader
Meter Service Person
Offset Press Person
Operations Aide (40 Hours)
Pest Control Officer/Senior Laborer
Pipe Layers and Fitters
Plant Maintenance Person
Power Sweeper Operator
Recreation & Park Maintenance Person
Rodent Control Officer/Senior Laborer
Sanitation/Recycling Operators
Senior Equipment Operator
Senior Equipment Operator/Foreman
Senior Foreman
Senior Laborer
Senior Meter Serviceperson
Senior Surveyor
Sewer Systems Operator
Sign Painter Aide/Senior Laborer
Stores Clerk
Stores Keeper
Surveyor's Assistant
Timekeeper
Traffic Marker & Signperson
Transmission & Distribution Operator/Truck Driver
Watchperson
Yardperson

APPENDIX "C"
CLERICAL AND FISCAL GROUP

Accounting Clerk

Account Clerk/Cashier

Accounting Technician

Administrative Technician

Building Permit Clerk

Check Specialist

Clerk Technician

Clerk Technician/Bid Specialist

Clerk/Typist

File Clerk

Key Punch/Data Processing Operator

Operations Aide (35 Hours)

Payroll Records Specialist

Principal Clerk

Procurement Specialist (Public Works Admin.)

Records Control Clerk

Records Specialist

Records Technician

Regional Technician

Secretary

Senior Clerk

Senior Clerk/Cashier

Senior Clerk/Technician

Senior Clerk/Typist

Switchboard Operator

Vault Clerk

PROFESSIONAL, SEMI-PROFESSIONAL AND ALLIED GROUP

Accountant, Chief

Accountant

Accountant Specialist

Appraiser
Associate Planner
Budget Analyst
Chief Construction Inspector
Chief Minimum Housing Inspector
Code Enforcement Inspector
Computer Service Operator
Construction Inspector
Draftsperson
Electrical Inspector
Engineering Aide
Laboratory Technician
Local Communications Officers
Minimum Housing Inspector
Planning Technician
Plumbing Inspector
Recreation Leader
Research Analyst
Senior Appraiser
Senior Citizen Program Coordinator
Senior Draftsperson
Senior Planner
Senior Sewer Systems Inspector
Senior Planning Technician
Sewer Assessment Aide
Sewer Systems Inspector
Student Intern
Wastewater Sampler/Laboratory Technician
Water Systems Inspector
Zoning Inspector

APPENDIX "D"

Employees holding the following positions will receive overtime as follows:

PARKS AND RECREATION DEPT

RECREATION AIDE; Over seven (7) hours per workday and thirty-five (35) hours per work week.

LIFEGUARDS: Over eight (8) hours per work day and forty hours per workweek. No overtime for Sundays and Holidays.

GYM SUPERVISOR: Over seven (7) and over thirty-five (35) hours.

BOWLING AIDES: Over seven (7) and over thirty-five (35) hours.

COUNTER AIDES: Over eight (8) hours per work day and forty (40) hours per work week. No overtime for Sundays and Holidays.

CHIEF SUPERVISOR: Not eligible for overtime.

PLAYGROUND SUPERVISOR: Not eligible for overtime.

*BUILDING CUSTODIAN: Over eight (8) hours and over forty (40) hours. Time and one-half for holidays worked. No overtime for Saturdays or Sundays.

*Refer to Article 28.5 for clarification.

PARKS AIDE SUPERVISOR: Not eligible for overtime pay. No overtime for holidays or Sundays.

PARK AIDES: Over seven (7) and over thirty-five (35) hours. No overtime for holidays and Sundays.

PUBLIC WORKS DEPARTMENT

WATCHPERSON: Over eight (8) hours and forty (40) hours. No overtime on Sunday but overtime pay for holidays worked on their normal work assignments.

LABOR - SUMMER STUDENT: Over eight (8) and over forty (40) hours but no holidays or Sunday overtime.

BOARD OF PUBLIC SAFETY

AUTOMOTIVE REPAIR AND SERVICEPERSON: Over eight (8) hours and over forty (40) hours. Time and one-half for holidays worked. No overtime for Sundays.

SWITCHBOARD OPERATOR AND SENIOR SWITCHBOARD OPERATOR - POLICE DEPT.:** Work four (4) eight (8) hour days. Off two (2) eight (8) hour days. Only the three (3) incumbents in the Police Department as of June 30, 1985 shall continue to be paid on the basis of the established past practice.

DESKS CLERKS - POLICE DEPT.: Over eight (8) hours and over the number of hours in the normal works schedule (32/40). Time and one-half for holidays worked. No overtime for Saturdays or Sundays. This schedule is subject to change upon mutual agreement of the City and Union.

ALL DOG OFFICERS - POLICE DEPT.: Over eight (8) hours and over forty (40) hours. Time and one-half for holidays worked. No overtime for Saturdays or Sundays.

JAILER - POLICE DEPT.: Over eight (8) hours and over forty (40) hours. Time and one-half for holidays worked. No overtime for Saturdays or Sundays.

POUNDKEEPER - POLICE DEPT.: Over eight (8) hours and over forty hours. Time and one-half for holidays worked. No overtime for Saturdays or Sundays.

DATA ENTRY TRANSCRIPTIONIST - POLICE DEPT: Over eight (8) hours and over forty (40) hours. Time and one-half for holidays worked. No overtime for Saturdays or Sundays.

COMMUNICATIONS SPECIALIST/DISPATCHER - POLICE DEPT: Over eight (8) hours and over the number of hours in the normal work schedule (32/40). Time and one-half for holidays worked. No overtime for Saturdays or Sundays.

** In a seven (7) week work period unless otherwise provided, in accordance with Article 4 of this Agreement.

FIRE ALARM

1. The Fire Alarm Dispatcher's schedule will consist of two (2) ten (10) hour days, two (2) fourteen (14) hour nights, four (4) days off and will rotate over a period of eight (8) weeks.
2. Time and one-half shall be paid for any hours worked above and beyond the dispatcher's normal shift. Those shall consist of two (2) pay periods of thirty-four (34) hours, two (2) pay periods of thirty-eight (38) hours, and four (4) pay periods of forty-eight (48) hours.
3. There shall be no premium pay for Saturdays, Sundays, or Holidays when working regularly scheduled shifts.
4. Holiday pay shall consist of one-fifth of 43 hours times the hourly rate on the payroll, and the dispatcher will receive the holiday pay whether or not he/she is working the holiday.
5. Schedule is subject to change upon mutual agreement of the City and Local 1651.
6. The Fire Alarm Dispatcher shall be paid forty (40) hours straight time plus four (4) hours extra per week. Over the eight (8) week cycle, the four (4) weeks consisting of forty-eight (48) hours, eight (8) hours shall be put on the books as compensatory time. In the two weeks that thirty-four (34) and thirty-eight (38)

hours are worked, the hours stored up on the books will be used to offset the shortage of hours to equal forty-four (44) hours.

7. The Senior Dispatcher on each platoon shall receive a \$1.25 per shift premium payment. When the Senior Dispatcher normally assigned to a platoon does not work, the premium payment will be made to the senior-most dispatcher on that platoon. This payment is not part of the normal weekly pay, and will not be used when computing overtime payments. This payment will be made weekly.
8. The spare person's schedule will consist of the following:
 - (a) The employee shall cover as many shifts as he/she can without working a twenty-four (24) hour shift. All hours worked over forty-four (44) shall be put on the books as compensatory time at time and one-half.
 - (b) He/she shall be paid in the same manner as the other dispatchers.
 - (c) In the event of a vacancy or extended illness, he/she may be placed into that slot temporarily so as to insure the smooth operation of the Fire Alarm Office.
 - (d) He/she shall not have to work any more or any less days than the other dispatchers. To insure this, there may be days that he/she may have to work as the third person that he/she has worked the proper number of days per year.

*SEWER DEPARTMENT- SHIFT SCHEDULE

The Lead Operator, Operator II and Operator I, will be on a forty (40) hour workweek. The workweek for any given operator will consist of eight (8) hour shifts over five (5) consecutive days, with two (2) consecutive days off. Under normal circumstances, only one (1) operator will be required to work a swing shift to ensure maximum coverage. The swing shift operator would work two (2) 4-12 p.m. shifts, followed by three (3) 8-4 p.m. shifts. Under normal circumstances, the facility would be secured by the 4-12 p.m. operator at midnight and the facility would be unmanned until 7 a.m. The facility will be manned sixteen (16) hours a days, seven (7) days per week. Management reserves the right to modify the schedule in the most appropriate, efficient manner possible during emergency conditions, including utilizing maintenance personnel performing operational duties. During emergency conditions, operators may be required to man the facility from twelve (12) midnight to seven (7) a.m., in accordance with the overtime provisions in this collective bargaining agreement.

The spare operator's normal workweek will be 8-4 p.m., Monday through Friday. The spare operator shall cover open shifts as a result of scheduled vacation time, long-term

illness or vacancy. The spare operator will be given a thirty (30) day advanced work schedule. Management requires all operators to abide by approved vacation schedules.

Operators will receive time and one-half for hours worked in excess of their scheduled workday or workweek and time and one-half for holidays worked. There is no overtime for Sunday work except when the employee works on his/her sixth or seventh day. In the event that an operator works on the seventh day of their scheduled workweek, they will receive double time, regardless of the day it may fall on. The spare operator will receive double time on his/her second scheduled day off for any given workweek.

THAYER MEMORIAL ARENA

Thayer Memorial Arena will be open seven days a week, and the hours of operation will be from 7:00 a.m. to 11:00 p.m. There will be two shifts established with employees bidding on shift assignments twice a year in September and May or on other mutually agreeable dates between the City and the Union. If employees so desire, they may pick a schedule with non-consecutive days off. All hours worked in excess of 8 hours per day or 40 hours per week will be paid at overtime rates. However, there will be no overtime for Saturday or Sunday unless otherwise provided for in this contract.

WARWICK PUBLIC LIBRARY

Administrative Technician, Accounting Clerk, Library Aide, Library Technician, Children's Library Technician, Regional Technician, Sr. Clerk/Typist: Over seven (7) hours per day and thirty-five (35) hours per work week.

Building Custodian: Over eight (8) hours and over forty (40) hours. Time and one-half for holidays worked. No overtime for Saturdays or Sundays.

Library Aides may be assigned to work 2 nights per week and every other weekend.

APPENDIX "E"

Article 28, Section 16 (a) shall not apply to employees of the following departments or divisions:

Board of Public Safety

Warwick Public Library

Parks & Recreation

and Watchperson - all departments

Article 28, Section 20 applies to the following classifications:

Automotive Mechanic, Automotive Mechanic Helper

Automotive Repair and Serviceperson

Building Custodian Building Custodian (Student)

Heavy Equipment Mechanic

BARGAINING UNIT PAY GRADES

JULY 1, 2012- JUNE 30, 2015

CLERICAL AND FISCAL GROUP

<u>JOB TITLE</u>	<u>JOB CODE</u>	<u>PAY GRADE</u>	<u>HOURS</u>
Accounting Technician	065	8	35
Accounts Payable Specialist	708	13	35
Accounts Payable Technician	734	10	35
Assessment Record Specialist	058	9	35
Billing Specialist	706	11	35
Billing Technician/Dispatcher Water	722	14	40
Building Complaint Clerk	703	6	35
Building Compliance Specialist	700	10	35
Building Generalist/Technician	014	16	35
Circulation Technician	760	8	35
Clerical Technician Public Works	086	8	35
Clerk Tech/Zoning Specialist	701	16	35
Clerk Technician/Bid Specialist	061	16	35
Communication Specialist./Dispatcher I	709	12	37.5
Communication Specialist/Dispatcher II	712	16	37.5
Counter Aide	016	4	40
Date Entry Transcriptions	733	7	40
File Clerk/Water Dept.	719	7	35
General Clerk	011	7	35
Library Aide	006	6	35
Library Technician	008	8	35
License Clerk	744	9	35
Licensing & Records Clerk	749	9	35
Minimum Housing Clerk	019	10	35

Municipal Court Technician	767	8	35
Operations Aide	009	10	35/40
Payroll Records Specialist	010	13	35
Permit Specialist	084	10	35
Reconciliation Clerk	751	9	35
Records Control Clerk	012	7	35
Records Specialist	013	7	35
Records Specialist/Prosecution Clerk	766	8	35
Report Review Specialist	757	17	35
Senior Billing Specialist	771	15	35
Senior Clerk/Tax Collectors	730	6	35
Senior Clerk/Cashier	085	10	35
Senior Clerk Typist	015	6	35
Senior Services Generalist	003	9	35
Sr. Switchboard Operator	036	6	37.5
Stores Clerk	755	13	40
Stores Keeper	017	10	40
Switchboard Operator	018	4	37.5
System Technician	002	8	35
Tangible Records Clerk	754	7	35
Tax Collection Clerk	729	6	35
Traffic Clerk	768	8	35
Vault Clerk	021	11	35

UNCLASSIFIED BARGAINING UNIT-CLERICAL

<u>JOB TITLE</u>	<u>JOB CODE</u>	<u>PAY GRADE</u>	<u>HOURS</u>
Voter Registration Technician	720	14A	40
Central Voter Registration Tech.	020	9	40

LABOR AND TRADE GROUPS

<u>JOB TITLE</u>	<u>JOB CODE</u>	<u>PAY GRADE</u>	<u>HOURS</u>
Animal Control Officer	060	7	40
Automotive Maint. Utility Person	073	9	40
Automotive Mechanic Lead Person	026	17	40
Automotive Repair & Service Person	033	12	40
Automotive Utility Person	759	9	40
Building Custodian	035	6	40
Building Custodian/Bus Driver	027	9	40
Building Custodian/Maintenance Person	702	8	40
Building Maintenance Electrician	094	13	40
Building Maintenance & Repair Person	095	11	40
Building Maintenance Person Parks & Recreation	037	9	40
Carpenter	038	13	40
Catch Basin Cleaner Operator	726	12	40
Chief Lifeguard	723	10	40
Custodian Maintenance Worker	761	8	40
Custodian Services Leadperson	040	13	40
Drainage Laborer	039	8	40
Driver (FT)	781	6	40
Field Maintenance Laborer	042	7	40
Field Maintenance Operator	051	9	40
Field Maintenance Senior Foreman	052	16	40
Fire Alarm Dispatcher	067	12	40
Heavy Equipment Mechanic	081	13	40
Heavy Equipment Operator II	041	16	40
Heavy Equip./Tub Grinder Operator	727	16	40
HVAC/Maintenance Leadperson	738	13	40
Highway Maintenance Leadperson	718	14	40

Indust. Pretreatment Lab Specialist	715	16	40
Jailer	034	6	40
Lead Custodian	710	14	40
Lead Water Maint. Utility Person	725	11	40
Lifeguard	023	7	40
Light Equipment Operator	045	9	40
Light Equipment/Tractor Trailer Oper	096	14	40
Light Equipment Operator/Roll off	711	10	40
Maintenance Senior Foreman	750	16	40
Mason	046	12	40
Mechanic II – Sewer	714	12	40
Mechanic I – Sewer	713	10	40
Meter Service/Leadperson	049	15	40
Meter Serviceperson	047	10	40
Meter Reader	048	10	40
Operator I – Sewer	741	9	40
Operator II – Sewer	742	12	40
Operator III – Sewer	769	13	40
Operations Person – HW	717	14	40
Operator Leadperson	000	17A	40
Pipe Layers and Fitters	025	11	40
Plant Maint. Lead Person	752	17A	40
Power Sweeper Operator	050	10	40
Rodent Control Officer/Light Equip Operator	098	12	40
Sanitation/Recycling Operator ¹	763	9	40
Senior. Equipment Operator	053	16	40
Senior Field Insp/Wastewater	740	17	40
Senior. Foreman	064	16	40
Senior Laborer	054	7	40

¹ Will go to Pay Grade 9 on October 1, 2004

Senior Mechanic I – Sewer	765	11	40
Senior. Surveyor	024	16	40
Surveyor's Assistant	091	12	40
Timekeeper/PW Dispatcher	753	14	40
Traffic Marker & Sign Person	057	12	40
Transmission & Distribution Oper./Truck Driver	056	9	40
Tree Removal Laborer	088	10	40
Tree Removal Leadperson/Tree Warden	087	16A	40

PROFESSIONAL-SEMI-PROFESSIONAL AND ALLIED GROUP

<u>JOB TITLE</u>	<u>JOB CODE</u>	<u>PAY GRADE</u>	<u>HOURS</u>
Accountant	066	18	35
Accountant Specialist	059	16A	35
Appraiser	071	17	35
Chief Minimum Housing Inspector	062	18	N/S
Computer Operator	074	17	35
Construction Inspector	075	18	N/S
Electrical Inspector	077	18	N/S
Engineering Technician	716	16	40
Laboratory Technician/Process Control Operator	078	16	N/S
NCIC Audit/Quality Control Specialist	747	17	35
Plumbing/Mechanical/Const. Insp.	083	18	N/S
Senior Appraiser-Tangible & Real Estate	728	20	35
Senior Appraiser-MV/Commercial	731	20	35
Senior Draftsperson	721	17	35
Senior Planner	756	20	N/S

<u>JOB TITLE</u>	<u>JOB CODE</u>	<u>PAY GRADE</u>	<u>HOURS</u>
Sewer Systems Inspector	764	16	40
Waste Water Sample/Laboratory Technician	704	16	40
Water Systems Inspector	092	16	40
Water Technician Draftsperson	076	16	35
Zoning Inspector	079	18	N/S

OTHER GROUPS

<u>JOB TITLE</u>	<u>JOB CODE</u>	<u>PAY GRADE</u>	<u>HOURS</u>
Summer Employees	099		
Temporary Employees	000		

CITY OF WARWICK

Bargaining Unit Pay Grades

July 1, 2012 through June 30, 2015

CITY OF WARWICK
HOURLY SCALE BEGINNING JULY 1, 2012 THROUGH JUNE 30, 2015
BARGAINING UNIT EMPLOYEES

T & P				6-18 MOS			OVER 18 MOS			OTHER STEP INCREASES											
GR.	RATE	WEEKLY	ANN.	RATE	WEEKLY	ANN.	RATE	WEEKLY	ANN.	4-7 YRS.		8-11 YRS.		12-15 YRS.		16-19 YRS.		20-24 YRS.		OVER 25	
1	12.66	443.10	23,041	13.77	481.95	25,061	15.99	559.65	29,102	41.97	2,182	53.17	2,765	58.76	3,056	67.16	3,492	72.75	3,783	78.35	4,074
	12.66	506.40	26,333	13.77	550.80	28,642	15.99	639.60	33,259	47.97	2,494	60.76	3,160	67.16	3,492	76.75	3,991	83.15	4,324	89.54	4,656
2	13.24	463.40	24,097	14.45	505.75	26,299	16.69	584.15	30,376	43.81	2,278	55.49	2,885	61.34	3,190	70.10	3,645	75.94	3,949	81.78	4,253
	13.24	529.60	27,539	14.45	578.00	30,056	16.69	667.60	34,715	50.07	2,604	63.42	3,298	70.10	3,645	80.11	4,166	86.79	4,513	93.46	4,860
3	13.52	473.20	24,606	14.63	512.05	26,627	16.99	594.65	30,922	44.60	2,319	56.49	2,937	62.44	3,247	71.36	3,711	77.30	4,020	83.25	4,329
	13.52	540.80	28,122	14.63	585.20	30,430	16.99	679.60	35,339	50.97	2,650	64.56	3,357	71.36	3,711	81.55	4,241	88.35	4,594	95.14	4,947
3A	13.52	473.20	24,606	16.12	564.20	29,338	16.12	564.20	29,338	42.32	2,201	53.60	2,787	59.24	3,080	67.70	3,520	73.35	3,814	78.99	4,107
	13.52	540.80	28,122	16.12	644.80	33,530	16.12	644.80	33,530	48.36	2,515	61.26	3,186	67.70	3,520	77.38	4,024	83.82	4,359	90.27	4,694
4	13.77	481.95	25,061	14.95	523.25	27,209	17.36	607.60	31,595	45.57	2,370	57.72	3,001	63.80	3,318	72.91	3,791	78.99	4,107	85.06	4,423
	13.77	550.80	28,642	14.95	598.00	31,096	17.36	694.40	36,109	52.08	2,708	65.97	3,430	72.91	3,791	83.33	4,333	90.27	4,694	97.22	5,055
5	14.00	490.00	25,480	15.28	534.80	27,810	17.72	620.20	32,250	46.52	2,419	58.92	3,064	65.12	3,386	74.42	3,870	80.63	4,193	86.83	4,515
	14.00	560.00	29,120	15.28	611.20	31,782	17.72	708.80	36,858	53.16	2,764	67.34	3,502	74.42	3,870	85.06	4,423	92.14	4,791	99.23	5,160
6	14.81	518.35	26,954	16.13	564.55	29,357	18.70	654.50	34,034	49.09	2,553	62.18	3,233	68.72	3,573	78.54	4,084	85.09	4,425	91.63	4,765
	14.81	592.40	30,805	16.13	645.20	33,550	18.70	748.00	38,896	56.10	2,917	71.06	3,695	78.54	4,084	89.76	4,668	97.24	5,056	104.72	5,445
7	15.39	538.65	28,010	16.78	587.30	30,540	19.42	679.70	35,344	50.98	2,651	64.57	3,358	71.37	3,711	81.56	4,241	88.36	4,595	95.16	4,948
	15.39	615.60	32,011	16.78	671.20	34,902	19.42	776.80	40,394	58.26	3,030	73.80	3,838	81.56	4,241	93.22	4,847	100.98	5,251	108.75	5,655
8	15.99	559.65	29,102	17.36	607.60	31,595	20.14	704.90	36,655	52.87	2,749	66.97	3,482	74.01	3,849	84.59	4,399	91.64	4,765	98.69	5,132
	15.99	639.60	33,259	17.36	694.40	36,109	20.14	805.60	41,891	60.42	3,142	76.53	3,980	84.59	4,399	96.67	5,027	104.73	5,446	112.78	5,865
9	16.41	574.35	29,866	17.98	629.30	32,724	20.90	731.50	38,038	54.86	2,853	69.49	3,613	76.81	3,994	87.78	4,565	95.10	4,945	102.41	5,325
	16.41	656.40	34,133	17.98	719.20	37,398	20.90	836.00	43,472	62.70	3,260	79.42	4,130	87.78	4,565	100.32	5,217	108.68	5,651	117.04	6,086
10	16.73	585.55	30,449	18.29	640.15	33,288	21.19	741.65	38,566	55.62	2,892	70.46	3,664	77.87	4,049	89.00	4,628	96.41	5,013	103.83	5,399
	16.73	669.20	34,798	18.29	731.60	38,043	21.19	847.60	44,075	63.57	3,306	80.52	4,187	89.00	4,628	101.71	5,289	110.19	5,730	118.66	6,170
11	17.00	595.00	30,940	18.45	645.75	33,579	21.62	756.70	39,348	56.75	2,951	71.89	3,738	79.45	4,131	90.80	4,722	98.37	5,115	105.94	5,509
	17.00	680.00	35,360	18.45	738.00	38,376	21.62	864.80	44,970	64.86	3,373	82.16	4,272	90.80	4,722	103.78	5,397	112.42	5,846	121.07	6,296
12	17.59	615.65	32,014	19.14	669.90	34,835	22.27	779.45	40,531	58.46	3,040	74.05	3,851	81.84	4,256	93.53	4,864	101.33	5,269	109.12	5,674
	17.59	703.60	36,587	19.14	765.60	39,811	22.27	890.80	46,322	66.81	3,474	84.63	4,401	93.53	4,864	106.90	5,559	115.80	6,022	124.71	6,485

CITY OF WARWICK
HOURLY SCALE BEGINNING JULY 1, 2012 THROUGH JUNE 30, 2015
BARGAINING UNIT EMPLOYEES

T & P				6-18 MOS			OVER 18 MOS			OTHER STEP INCREASES											
GR.	RATE	WEEKLY	ANN.	RATE	WEEKLY	ANN.	RATE	WEEKLY	ANN.	4-7 YRS.		8-11 YRS.		12-15 YRS.		16-19 YRS.		20-24 YRS.		OVER 25	
13	18.15	635.25	33,033	19.78	692.30	36,000	22.97	803.95	41,805	60.30	3,136	76.38	3,972	84.41	4,389	96.47	5,016	104.51	5,435	112.55	5,853
	18.15	726.00	37,752	19.78	791.20	41,142	22.97	918.80	47,778	68.91	3,583	87.29	4,539	96.47	5,016	110.26	5,734	119.44	6,211	128.63	6,689
14	18.33	641.55	33,361	20.05	701.75	36,491	23.35	817.25	42,497	61.29	3,187	77.64	4,037	85.81	4,462	98.07	5,100	106.24	5,524	114.42	5,950
	18.33	733.20	38,126	20.05	802.00	41,704	23.35	934.00	48,568	70.05	3,643	88.73	4,614	98.07	5,100	112.08	5,828	121.42	6,314	130.76	6,800
14A	18.62	651.70	33,888	20.25	708.75	36,855	23.72	830.20	43,170	62.27	3,238	78.87	4,101	87.17	4,533	99.62	5,180	107.93	5,612	116.23	6,044
	18.62	744.80	38,730	20.25	810.00	42,120	23.72	948.80	49,338	71.16	3,700	90.14	4,687	99.62	5,180	113.86	5,921	123.34	6,414	132.83	6,907
15	18.97	663.95	34,525	20.65	722.75	37,583	23.98	839.30	43,644	62.95	3,273	79.73	4,146	88.13	4,583	100.72	5,237	109.11	5,674	117.50	6,110
	18.97	758.80	39,458	20.65	826.00	42,952	23.98	959.20	49,878	71.94	3,741	91.12	4,738	100.72	5,237	115.10	5,985	124.70	6,484	134.29	6,983
16	19.42	679.70	35,344	21.19	741.65	38,566	24.77	866.95	45,081	65.02	3,381	82.36	4,283	91.03	4,734	104.03	5,410	112.70	5,860	121.37	6,311
	19.42	776.80	40,394	21.19	847.60	44,075	24.77	990.80	51,522	74.31	3,864	94.13	4,895	104.03	5,410	118.90	6,183	128.80	6,698	138.71	7,213
16A	20.14	704.90	36,655	21.89	766.15	39,840	25.62	896.70	46,628	67.25	3,497	85.19	4,430	94.15	4,896	107.60	5,595	116.57	6,062	125.54	6,528
	20.14	805.60	41,891	21.89	875.60	45,531	25.62	1,024.80	53,290	76.86	3,997	97.36	5,063	107.60	5,595	122.98	6,395	133.22	6,927	143.47	7,460
17	20.88	730.80	38,002	22.77	796.95	41,441	26.58	930.30	48,376	69.77	3,628	88.38	4,596	97.68	5,079	111.64	5,805	120.94	6,289	130.24	6,772
	20.88	835.20	43,430	22.77	910.80	47,362	26.58	1,063.20	55,286	79.74	4,146	101.00	5,252	111.64	5,805	127.58	6,634	138.22	7,187	148.85	7,740
17A	22.09	773.15	40,204	23.93	837.55	43,553	28.10	983.50	51,142	73.76	3,836	93.43	4,858	103.27	5,370	118.02	6,137	127.86	6,649	137.69	7,160
	22.09	883.60	45,947	23.93	957.20	49,774	28.10	1,124.00	58,448	84.30	4,384	106.78	5,553	118.02	6,137	134.88	7,014	146.12	7,598	157.36	8,183
18	23.54	823.90	42,843	25.62	896.70	46,628	30.13	1,054.55	54,837	79.09	4,113	100.18	5,209	110.73	5,758	126.55	6,581	137.09	7,129	147.64	7,677
	23.54	941.60	48,963	25.62	1,024.80	53,290	30.13	1,205.20	62,670	90.39	4,700	114.49	5,953	126.55	6,581	144.62	7,520	156.68	8,147	168.73	8,774
19	24.86	870.10	45,245	27.21	952.35	49,522	31.79	1,112.65	57,858	83.45	4,339	105.70	5,496	116.83	6,075	133.52	6,943	144.64	7,521	155.77	8,100
	24.86	994.40	51,709	27.21	1,088.40	56,597	31.79	1,271.60	66,123	95.37	4,959	120.80	6,282	133.52	6,943	152.59	7,935	165.31	8,596	178.02	9,257
19A	26.51	927.85	48,248	28.85	1,009.75	52,507	33.62	1,176.70	61,188	88.25	4,589	111.79	5,813	123.55	6,425	141.20	7,342	152.97	7,954	164.74	8,566
	26.51	1,060.40	55,141	28.85	1,154.00	60,008	33.62	1,344.80	69,930	100.86	5,245	127.76	6,644	141.20	7,342	161.38	8,392	174.82	9,091	188.27	9,790
20	26.80	938.00	48,776	29.35	1,027.25	53,417	34.40	1,204.00	62,608	90.30	4,696	114.38	5,948	126.42	6,574	144.48	7,513	156.52	8,139	168.56	8,765
	26.80	1,072.00	55,744	29.35	1,174.00	61,048	34.40	1,376.00	71,552	103.20	5,366	130.72	6,797	144.48	7,513	165.12	8,586	178.88	9,302	192.64	10,017
20A	27.97	978.95	50,905	30.69	1,074.15	55,856	35.99	1,259.65	65,502	94.47	4,912	119.67	6,223	132.26	6,878	151.16	7,860	163.75	8,515	176.35	9,170
	27.97	1,118.80	58,178	30.69	1,227.60	63,835	35.99	1,439.60	74,859	107.97	5,614	136.76	7,112	151.16	7,860	172.75	8,983	187.15	9,732	201.54	10,480

EXHIBIT A

SECONDARY HEALTH INSURANCE BENEFITS

1. HOSPITAL SERVICES

Inpatient Room, Board and Medication:

Full Coverage for 365 days in a semi-private room in any general hospital in the United States.

Emergency Room

Full coverage for first visit for services related to traumatic accident, poisoning or specifically noted medical emergency conditions within 24 hours in a general hospital. All diagnostic machine tests are covered.

Outpatient Hospital Services:

Surgical Care

Full coverage for any medically necessary surgical procedure, including administration of anesthesia by physician of your choice.

Diagnostic Laboratory & X-ray

Full coverage.

Extended Care Benefits

Admission to an approved facility as a direct continuation of, or as an alternative to, medically necessary hospitalization, under the direction of a physician of your choice. Two days of care available for each day of care remaining of inpatient hospital coverage.

2. PHYSICIAN SERVICES

Surgeon

Covered in full, up to the maximum allowance.*

Assisting Surgeon

Covered in full, up to the maximum allowance.*

Physician Anesthetist

Covered in full, up to the maximum allowance.*

Obstetrical Benefits

Covered in full, including delivery, pre-and post-natal care, for both individual and family coverage up to the maximum allowance.

In-Hospital Medical Consultants

Covered in full, up to the maximum allowance for one consultation per specialty when requested by the physician in charge of the case.*

Emergency Room Physician:

Covered in full up to a maximum allowance for first visit within 24 hours following the onset of a sudden and serious illness (Medical Emergency Type Rider)*

Visits to Physician's Office

Covered at 80%.**

Home Visits by Physicians

Covered at 80%.**

Hospital Visits by Physicians

Covered in full for 365 days up to maximum allowance.*

Preventive Health Services

Covered at 80%**

Well Baby Care

Covered at 80%.**

Eye Examination

Not Covered. See Vision Rider if Applicable.

Hearing Examinations

Examinations covered at 80%**

Hearing tests covered in full, up to the maximum allowance.*

Routine Physical Examinations

Covered at 80%.**

Ambulance

Covered at 80%.**

Immunizations

Covered at 80%.**

3. MENTAL HEALTH COVERAGE

Inpatient Hospital

Full coverage for 45 days per calendar year in an approved facility.

Outpatient

50% coverage after \$100 annual deductible has been met. Lifetime maximum payment of \$20,000 per subscriber.**

4. CHIROPRACTIC SERVICES

Rider (if applicable) provides diagnostic x-rays, lab tests, machine and pathological tests covered in full up to the maximum allowance when performed by a licensed Chiropractor.

Approved orthopedic devices, manipulations of the spine treatment, and chiropractic office visits covered at 80%.**

5. ORGAN TRANSPLANTS

Not covered.

6. ALCOHOLISM TREATMENT AND SUBSTANCE ABUSE

Inpatient Detoxification

In a licensed approved facility or hospital, 7 days per occurrence, 3 occurrences per calendar year.

Rehabilitation

Provided for up to 30 days in any 12 month period for rehabilitation services in a licensed accredited facility, under the supervision of a physician; with a lifetime limit of 90 days per subscriber.

Outpatient

Covered for 30 hours per patient per 12 month period and up to 20 hours aggregate for eligible family members per 21 month period in a hospital or other licensed facility.

7. OUT-OF-AREA COVERAGE

Covered for eligible services up to maximum allowance.*

Additional benefits may be available after the \$100 Major Medical deductible has been met.

8. PRESCRIPTIONS DRUGS AND MEDICINES.

Effective 9/1/87 SCRIPT Prescription Rider in effect - 20% co-pay Mandatory Generic Drugs, select one pharmacy. Refer to Plan Rider for description.

9. HEALTH EDUCATION.

Not covered.

10. PRE-EXISTING CONDITION LIMITATIONS

No exclusions/limitations for hospitalization, surgery, or inpatient hospital care. However, under Major Medical there is a three month exclusion limitation for charges associated with pre-existing conditions. Under organ transplant there is a 7 month exclusion/limitation for charges associated with pre-existing conditions.

11. DEPENDENT COVERAGE

Spouse and unmarried dependent children through the calendar year in which they turn age 19, or to age 25, if a full-time student in an accredited school.

12. MANAGED BENEFIT PROGRAM

Effective 8/1/87 Managed Benefit Program Rider in effect.

Refer to Booklet describing MAP Plan Rider

* Usual customary and reasonable charge.
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** Covered at 80% of the maximum allowable charge after the \$200 (\$500 per family) Annual Deductible has been satisfied. Lifetime Major Medical maximum per person is \$1,000,000 and \$20,000 for out-patient psychiatric care.
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EXHIBIT "B"

SUPPLEMENTAL MEDICARE HEALTH INSURANCE

SUMMARY OF BENEFITS: The City shall provide at a minimum the supplemental Health Care Benefits as listed below. It shall also provide for increase deductibles under the Federal Medicare Part A and B Program as they occur.

TYPE OF HEALTH CARE SERVICES	MEDICARE PAYS (PARTS A&B)	MINIMUM REQUIREMENT OF SUPPLEMENTAL INSURANCE
Care as bed patient in the hospital, semi-private room and board, and general nursing services, x-rays, drugs, supplies, etc.	90 days in full during a spell of illness, except first \$540 and \$135 per day for 61st through 90 days. An additional "lifetime reserve" of 60 days, paying all but \$270 per day.	Plan 65 pays the \$540 and the \$135 day coinsurance for the 61st through the 90th day. If hospitalized more than 90 days, Plan 65 pays \$270 per day for the 91st day through 150th day, which are "lifetime reserve" days.
X-rays, other diagnostic tests in hospital out-patient department (except laboratory services).	Pays 80% of allowance after you satisfy the \$75 deductible each year.	Pays \$75 deductible and remaining 20% of allowable charges.
Hospital out-patient treatment for accidents and medical emergencies.	Pays 80% of allowable charges after you satisfy the \$75 deductible each year.	Pays \$75 deductible and remaining 20% of allowable charges.
Surgeon, assistant surgeon, anesthesiologist	Pays 80% of allowable charges after you satisfy the \$75 deductible each year.	Pays \$75 deductible and remaining 20% of allowable charges.
Doctor home visits and office calls or visits to the hospital or extended care facilities.	Pays 80% of allowable charges after you satisfy the \$75 deductible each year.	Pays \$75 deductible and remaining 20% of allowable charges.

X-ray taken in the doctor's office.	Pays 80% of allowable charges after you satisfy the \$75 deductible each year.	Pays \$75 deductible and remaining 20% of allowable charges.
Laboratory Services.	Pays 100% of allowable charges.	No coverage.
Home health agency services.	Pays 100% of allowable charges.	No coverage.
Ambulance Service, prosthetic devices, and medical and surgical supplies for use outside the hospital.	Pays 80% of allowable charges after \$75 deductible.	No coverage.
Certain chiropractic services.	Pays 80% of allowable charges after \$75 deductible.	No coverage.
Hospital and doctor care outside the United States.	No coverage (under normal circumstances).	Pays emergency hospital and doctor services that you would be entitled to receive in the U.S.A. through Medicare and Plan 65 combined.
Extended care facilities.	20 days in full; 80 extra days with patient paying \$67.50 per day.	No coverage
Prescription drugs and medicines for use outside the hospital.	No coverage.	No coverage.

EXHIBIT C

Refers to Article 30.2

Article 30.2 HEALTH INSURANCE

Effective July 1, 2012 through June 30, 2015, all active employees shall contribute twenty (20) percent of the annual cost for their health care coverage, in accordance with the following terms and conditions:

Effective July 1, 2012 to June 30, 2013.

Fifty seven dollars and zero cents (\$57.00) for a family plan per week or twenty three dollars and zero cents (\$23.00) for a single plan per week which is the equivalent of twenty (20) percent of the annual cost for the City to provide health care coverage to active employee plan participants determined by the previous fiscal year's actual cost for claims paid for health coverage, plus the plan's administrative fees, stop loss, but not work related injury costs.

Effective July 1, 2013 through June 30, 2014.

Not to exceed sixty two dollars and zero cents (\$62.00) for a family plan per week or twenty five dollars and zero cents (\$25.00) for a single plan per week which is projected as equal to or more than the equivalent of twenty (20) percent of the annual cost for the City to provide health care coverage to active employee plan participants determined by the expected previous fiscal year's actual cost for claims paid for health coverage, plus the plan's administrative fees, stop loss, but not work related injury costs, provided however, said co-pay amounts do not exceed twenty (20) percent of the actual annual cost for their health care coverage for any health care coverage plan selected by the employee, as determined by the previous fiscal year's actual cost for claims paid for health coverage, plus the plan's administrative fees, stop loss, but not work related injury costs.

Effective July 1, 2014 through June 30, 2015.

Not to exceed sixty seven dollars and zero cents (\$67.00) for a family plan per week or twenty seven dollars and zero cents (\$27.00) for a single plan per week which is projected as equal to or more than the equivalent of twenty (20) percent of the annual cost for the City to provide health care coverage to active employee plan participants determined by the expected previous fiscal year's actual cost for claims paid for health coverage, plus the plan's administrative fees, stop loss, but not work related injury costs, provided however, said co-pay amounts do not exceed twenty (20) percent of the actual annual cost for their health care coverage for any health care coverage plan selected by the employee, as determined by the previous fiscal year's actual cost for claims paid for health coverage, plus the plan's administrative fees, stop loss, but not work related injury costs.

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